

Court File No. CV-23-00693758-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,  
c. C-36, AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ORIGINAL  
TRADERS ENERGY LTD. and 2496750 ONTARIO INC.**

Applicants

**MOTION RECORD OF THE RESPONDENTS,  
GLENN PAGE AND 2658658 ONTARIO INC**

November 10, 2023

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**TRADERS ENERGY LTD. and 2496750 ONTARIO INC.**

Applicants

**AFFIDAVIT OF KEELY KINLEY**

I, **KEELY KINLEY**, of the City of Toronto in the Province of Ontario, **MAKE OATH**  
**AND SAY:**

1. I am a lawyer with the law firm of Lenczner Slaght LLP, lawyers for the Respondents, Glenn Page and 2658658 Ontario Inc. ("**265**"), and, as such, I have knowledge of the matters contained in this Affidavit. Where I based my affidavit on information and belief, I have stated the source of that information and belief and believe it to be true.

**The CCAA Proceeding**

2. Attached at **Exhibit "A"** is a copy of the Order of Justice Osborne granting, among other things, protection to the OTE Group (defined as the Applicants and the Limited Partnerships) under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, dated January 30, 2023 ("**Initial Order**").

3. Attached at **Exhibit “B”** is a copy of the Amended and Restated Initial Order of Justice Osborne dated February 9, 2023 (the “**ARIO**”).
4. Attached at **Exhibit “C”** is a copy of a letter from KPMG to Glenn Page, requesting various information related to the OTE Group, dated February 6, 2023 (“**Monitor Document Request**”).
5. In response to the Monitor Document Request, by letter dated March 8, 2023, Mr. Page and 265, through counsel, provided the Monitor with a ShareFile link to access various responsive documents. Attached at **Exhibit “D”** is a copy of the letter from Thornton Grout Finnigan LLP (Mr. Page’s former counsel) to counsel for the Monitor dated March 8, 2023.
6. In response to the Monitor Document Request, by email dated June 5, 2023 from Lenczner Slaght, Mr. Page and 265, through counsel, provided the Monitor with a ShareFile link to access various responsive documents. In the email, counsel advised “we would be grateful for additional information as to the specific types of documents being sought by the Monitor. As we noted, the request is unparticularized and general. We continue to await a response from Mr. Sahni in that regard.” Attached at **Exhibit “E”** is a copy of the email correspondence from Lenczner Slaght LLP to counsel for the Monitor dated June 5, 2023. I do not believe that the Monitor has particularized the Monitor Document Request.
7. By email dated July 5, 2023, Lenczner Slaght LLP advised the Monitor that Mr. Page located a copy of his email account with the Original Traders Energy domain name. On July 7, 2023, the Monitor’s counsel sought production of the email account. On July 8, 2023, Lenczner Slaght LLP produced a copy of the email account and advised that it had not reviewed the contents of the email account. Attached at **Exhibit “F”** is a copy of the email chain reflecting that exchange.

8. On September 8, 2023, Mr. Page and 265's counsel provided further responsive documentation to the Monitor. Attached at Exhibit "G" is a copy of the email correspondence enclosing further productions from Lenczner Slaght LLP to counsel for the Monitor dated September 8, 2023.

### **The Yacht Injunction**

9. Justice Osborne granted interim relief in the form of a Mareva injunction on March 15, 2023 ("Mareva Order"). Paragraph 6 of the Mareva Order required the Mareva Respondents (i.e. Glenn Page, 265, and Mandy Cox) to prepare and provide a sworn statement to the OTE Group and the Monitor within thirty (30) business days of the date of service of the Mareva Order.

10. Attached at Exhibit "H" is a copy of the Endorsement of Justice Osborne dated March 28, 2023 ("March 28 Endorsement") requiring the disclosure of further information with respect to the enjoined assets.

11. By email dated March 30, 2023, Stockwoods LLP (former counsel to Mr. Page and 265) provided further information to counsel for the Monitor in accordance with the March 28 Endorsement. Attached at Exhibit "I" is a copy of email correspondence from Stockwoods LLP to Bennett Jones LLP.

12. Attached at Exhibit "J" is a copy of the Endorsement of Justice Osborne dated April 28, 2023, which, at paragraph 18, extended the delivery of the sworn statements under the Mareva Order to 30 days of the April 28 Endorsement, or such other date as the Mareva Respondents, the OTE Group and the Monitor agree to in writing.

13. I am advised by Jonathan Chen, a lawyer at Lenczner Slaght LLP, and verily believe that on May 24, 2023, the OTE Group, the Monitor and the Mareva Respondents agreed to extend the deadline to file a sworn statement to June 27, 2023 and later July 18, 2023.

14. On July 5, 2023, Lenczner Slaght LLP wrote to counsel for the OTE Group and the Monitor to provide the Mareva Respondents' position on the motion scheduled for July 17, 2023. Attached at **Exhibit "K"** is a copy of the letter dated July 5, 2023 from Lenczner Slaght LLP.

15. On July 7, 2023, the OTE Group's counsel responded with their position. Attached at **Exhibit "L"** is a copy of a letter dated July 7, 2023 from Aird & Berlis LLP to Lenczner Slaght LLP and Goldblatt Partners LLP.

16. Attached at **Exhibit "M"** is a copy of the July 17, 2023 Endorsement of Justice Kimmel, directing that paragraphs 6 and 7 of the Mareva Order be revisited at return of a further motion. Attached at **Exhibits "N"** and **"O"**, respectively, are copies of the Orders of Justice Kimmel dated July 17, 2023 approving the sale process for the Yacht ("**Yacht Sale Process Order**") and further extending a previous stay order ("**Stay Extension Order**").

17. On July 27, 2023, in accordance with the Yacht Sale Process Order, counsel to the Monitor wrote to Lenczner Slaght LLP with a summary of proposals relating to the boat broker. On July 31, 2023, Lenczner Slaght LLP wrote to the Monitor with proposals for insurance and a boat broker. Attached at **Exhibit "P"** is a copy of the email chain between counsel for the Monitor and Lenczner Slaght LLP.

18. On August 21, 2023, the Monitor confirmed its recommendation of Marine Max as Boat Broker in accordance with the Yacht Sale Process Order. Marine Max was the Boat Broker

recommended by Lenczner Slaght LLP. Attached at **Exhibit “Q”** is a copy of the email chain between counsel for the Monitor and Lenczner Slaght LLP.

### **Document Production Motion**

19. On September 22, 2023, OTE USA LLC brought a motion seeking the creation and population of a data room for use in these proceedings. Attached at **Exhibit “R”** is a copy of the OTE USA LLP Motion Record.

### **The Mareva Respondents Move to Appoint a Chief Restructuring Officer**

20. I am advised by Mr. Chen, and verily believe that on September 29, 2023, the OTE Group brought a motion for a sales process for the business and property of the OTE Group (the “**Bid Process**”) and other relief. Attached as **Exhibit “S”** is a copy of the order of the Notice of Motion for the initial Bid Process.

21. On October 2, 2023, Lenczner Slaght LLP served a motion returnable on October 4, 2023, seeking an order, among other things, appointing a Chief Restructuring Officer as CRO of the OTE Group and directing Scott Hill and Miles Hill to fully cooperate with the CRO. Attached as **Exhibit “T”** is a copy of the order of the Aide Memoire of Glenn Page and 265 in support of a motion for a CRO.

22. I am advised by Mr. Chen, and verily believe that the parties consented to amendments to the *Mareva* order, and adjourned the other motions on October 4, 2023 to October 12, 2023. Attached at **Exhibit “U”** is a copy of the endorsement of Justice Steele. Attached as **Exhibit “V”** is a copy of the order of Justice Steele.

23. I am advised by Mr. Chen that following the October 4, 2023 attendance, Lenczner Slaght LLP participated in negotiations with counsel for the Monitor with respect to the Bid Process, the proposed CRO order, and the expanded powers of the Monitor which ultimately resulted in the consent Order of October 12, 2023.

24. On October 6, 2023, the Monitor delivered its Supplement to the Monitor's Fifth Report, describing amendments to the Bid Process. Attached as **Exhibit "W"** is a copy of the Supplement to the Monitor's Fifth Report.

25. I am advised by Monique Jilesen, a lawyer at Lenczner Slaght LLP, and verily believe that Ms. Jilesen attended at a meeting with the Monitor on October 10, 2023 to address various issues in the restructuring including the bid process and document production. In attendance were the Monitor and Monitor's counsel, counsel for OTE USA, Brian Page, counsel for Mandy Cox, Ms. Jilesen as counsel for Glenn Page and 265, and KSV as advisors to Glenn Page.

26. I am advised by Ms. Jilesen that she learned for the first time at the meeting that letters had been sent to Mr. Page directly (and not counsel) with respect to AirSprint aircraft usage. Counsel for the Monitor wrote to Ms. Jilesen on October 10, 2023 with copies of the letter. Attached as **Exhibit "X"** is a copy of the email and the attachments.

27. On October 12, 2023, the Monitor also brought a motion, on consent, for an order expanding the Monitor's powers and approving a bid process for the sale of the assets of the OTE Group. I am advised by Mr. Chen, and verily believe that, as a result, Mr. Page and 265 withdrew their motion for the appointment of a Chief Restructuring Officer. Attached as **Exhibit "Y"** is a copy of the October 12, 2023 Order of Justice Kimmel and attached as **Exhibit "Z"** is a copy of

the October 12, 2023 endorsement of Justice Kimmel relating to the Bid Process and the expanded powers of the Monitor.

### **Financial Information**

28. Attached at Exhibit “AA” is a copy of an email dated August 16, 2023 from Lenczner Slaght LLP to Bennett Jones LLP and Aird and Berlis LLP requesting production of various financial documentation related to OTE LP and OTE Logistics LP.

29. Attached at Exhibit “BB” is a copy of an email dated August 30, 2023 from Bennett Jones LLP to Lenczner Slaght LLP advising that the requested information is not permitted to be disclosed by the Monitor.

30. Attached at Exhibit “CC” is a copy of an email dated September 6, 2023 from Lenczner Slaght LLP to Bennett Jones LLP and Aird & Berlis LLP advising that the request for financial documentation is being made by a limited partner.

31. Attached at **Exhibit “DD”** is a copy of the Gen7 Fuel Management Service LP Limited Partnership Agreement.

### **Bid Process and Proposed Plan**

32. On October 12, 2023 Mr. Starnino, as counsel to OTE USA LLP, wrote to counsel for the Monitor to make a request for the form of NDA required for the data room for the Bid Process, as well as an initial information request list. Attached as **Exhibit “EE”** is a copy of the October 12, 2023 email. Ms. Jilesen is copied on this email.

33. Also on October 12, 2023, counsel for Ms. Cox wrote to counsel to the Monitor as follows:

Further to our meeting on Monday and as discussed during that meeting, please put me in touch with the Aboriginal law practitioner with whom you have been consulting on behalf of the Monitor. It would also be helpful to have a further discussion regarding the Aboriginal law issues that arise in this matter, for example relating to the interpretation and enforceability of contracts relating to on-reserve assets and leasehold property interests of OTE LP and OTE Logistics, and relating to options for creditors for recovery from the limited partners of the OTE Group who are individuals with status under the *Indian Act* and resident on reserve.

Ms. Jilesen is copied on this email. A copy of the October 12, 2023 email from counsel for Ms.

Cox is attached as **Exhibit “FF”**.

34. On October 18, 2023, counsel for OTE USA wrote to counsel for the Monitor as follows:

Can you please confirm that the Monitor has taken steps to take control of and secure OTE LP’s Bookworks account?

As you know, our client has had concerns regarding the Monitor’s report that accounting information in respect of OTE LP is missing. Those accounts are maintained using “Bookworks”, an accounting package provided by Key Infotech, a company located in Highland, Michigan that also hosts the data.

Key Infotech’s contact information is as follows:

Jeff Lixie – President

Key Information Technologies

210 Highland Road Suite 100

Highland, MI 48357

Email - [jlixie@keyinfotech.com](mailto:jlixie@keyinfotech.com)

Tel# - 1-888-539-4630

This morning, Glenn Page was advised by Mr. Lixie that he has been told by both Scott Hill and Sandra Smoke (OTE LP’s bookkeeper) that he is not to share the OTE LP current “Bookworks” accounting files with anyone except Scott Hill or Sandra Smoke, and that under no circumstances was he to share this accounting data or the “Bookworks” file with either KPMG or Counsel for the Monitor. This advice corroborates our client’s long-standing concern that the Monitor (and perhaps Aird & Berlis) has been receiving information filtered by Scott Hill and Sandra Smoke, and which may have been altered to hide unauthorized payments to either Scott Hill and/or Sandra Smoke.

Mr. Lixie also advised that that, over a month ago, Scott Hill told him that the OTE LP's business was going to be transitioned to a new business controlled by Scott Hill and that Mr. Lixie should be prepared to move the Books and Records to the new Company. This information tends to corroborate our client's view that Scott Hill has been operating OTE LP in the course of the CCAA Proceedings in breach of the court's Initial Order and with a view to misappropriating its opportunities.

OTE USA is considering deposing Mr. Lixie in OTE LP's Chapter 15 proceedings for the purpose of obtaining his evidence. In the meantime, please confirm that Monitor has taken (or will be taking) the necessary conservatory measures, including obtaining injunctive relief to be able to access the Bookworks accounting records. The information in those records may be necessary to the Bid Process as well.

35. A copy of the October 18, 2023 email is attached as **Exhibit "GG"**.
36. On October 20, 2023, counsel for OTE USA LLP provided counsel for the Monitor with a copy of the NDA signed by Glenn Page and 265 for access to the data room. A copy of the October 20, 2023 email is attached as **Exhibit "HH"**.
37. On October 27, 2023, KSV, advisors to Glenn Page, 265, and OTE USA LLP sent the Monitor a list of information requests. A copy of the October 27, 2023 information request is attached as **Exhibit "II"**.
38. On November 1, 2023, counsel to OTE USA LLP wrote to counsel to the Monitor enclosing copies of prior information requests which had not yet been answered. A copy of the November 1, 2023 email is attached as **Exhibit "JJ"**.
39. On November 2, 2023, counsel for the Monitor wrote to respond to the requests expressing the view that "the information requests go well beyond what is required in the Bid Process." Nevertheless, the Monitor advised that it had responded to certain of the requests:

The Monitor has now updated the Bid Process data room to provide documents responsive to the questions relevant to the Bid Process, including: 1) a summary of the proofs of claim filed pursuant to the Claims Procedure; 2) a description of the fuel blending equipment that the Monitor understands is situated on the leased premises; and 3) redacted 2023 sales and volume data summarized by customer.

Attached as **Exhibit “KK”** is a copy of Bennett Jones’ November 2, 2023 letter.

40. On November 6, 2023, OTE USA’s counsel responded to the November 2, 2023 letter and delivered a draft CCAA Plan Term Sheet on a confidential and without prejudice basis. For the purposes of this motion, redactions have been made to the draft CCAA Plan Term Sheet. Attached as **Exhibit “LL”** is a copy of the November 6, 2023 letter and attached as **Exhibit “MM”** is a copy of the redacted draft CCAA Plan Term Sheet.

41. I am advised by Mr. Chen, and verily believe that on November 7, 2023, Mr. Brian Page and a representative of KSV Advisory, an advisory and restructuring firm, attended at the Monitor’s offices to review proofs of claim filed in this CCAA Proceeding.

**The Motion For a Worldwide Mareva Over the Assets of Mr. Page, 265, and Mandy Cox**

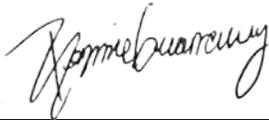
42. I am advised by Mr. Chen, that on November 8, 2023 at 10:56 p.m., counsel for the Monitor delivered its materials for an order expanding and extending the initial Mareva Order to restrain Glenn Page, Mandy Cox, and 265 from dealing with any of their assets, returnable November 11, 2023.

43. On November 9, 2023, Lenczner Slaght LLP wrote to counsel for the Monitor to provide the Mareva Respondents’ position on the motion scheduled for November 10, 2023. Attached at **Exhibit “NN”** is a copy of the letter dated November 9, 2023 from Lenczner Slaght LLP.

**The Property – 118 Main Street North**

44. Attached at **Exhibit “OO”** is a copy of the signed offer dated August 28, 2023 (“**APS**”) for the property with the address 118 Main Street North in Hamilton, Ontario (“**Property**”).
45. Attached at **Exhibit “PP”** is a copy of the Amendment to the APS respecting the home inspection.
46. Attached at **Exhibit “QQ”** is a copy of an Amendment to the APS dated October 5, 2023 which amends the closing date stipulated as February 27, 2024 under the APS to November 30, 2023.
47. Attached at **Exhibit “RR”** is a copy of the parcel register for the Property retrieved on November 9, 2023 which reflects an existing charge on the Property by the Bank of Nova Scotia.
48. Attached at **Exhibits “SS”** is a copy of the instrument for the Property retrieved on November 9, 2023 which reflects a charge on the Property by the Royal Bank of Canada, registered on October 16, 2020.
49. Attached at **Exhibits “TT” and “UU”** are copies of the instruments for the Property retrieved on November 9, 2023 reflecting a charge on the Property by the Bank of Nova Scotia, registered on November 2, 2022, and the discharge of the Property by the Royal Bank of Canada registered on November 15, 2022.

**SWORN** by Keely Kinley in the City of Toronto, before me on November 10, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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Commissioner for Taking Affidavits  
(or as may be)

**BONNIE GREENAWAY**



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**KEELY KINLEY**

This is Exhibit "A" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**



Court File No. CV-23-00693758-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

THE HONOURABLE ) MONDAY, THE 30TH  
JUSTICE OSBORNE ) DAY OF JANUARY, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD.**  
**AND 2496750 ONTARIO INC.** (each, an "Applicant" and  
collectively, the "Applicants")

**INITIAL ORDER**

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the affidavit of Scott Hill sworn January 27, 2023 and the Exhibits thereto (the "**Hill Affidavit**"), the second affidavit of Scott Hill sworn January 27, 2023 and the Exhibits thereto (the "**Second Hill Affidavit**"), the pre-filing report of the proposed monitor, KPMG Inc. ("**KPMG**") dated January 27, 2023 (the "**Pre-Filing Report**"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, OTE Logistics LP and Original Traders Energy LP (with OTE Logistics LP, the "**Partnerships**" and collectively with the Applicants, the "**OTE Group**"), counsel for Royal Bank of Canada ("**RBC**") and such other counsel who were present, and on reading the consent of KPMG to act as the monitor (the "**Monitor**"),

## SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

## DEFINED TERMS

2. THIS COURT ORDERS that capitalized terms used within this Order shall have the meanings ascribed to them in the Hill Affidavit or the Pre-Filing Report, as applicable, if they are not otherwise defined herein.

## APPLICATION

3. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies. Although not Applicants, the Partnerships shall enjoy the benefits of the protections and authorizations provided by this Order.

## PLAN OF ARRANGEMENT

4. THIS COURT ORDERS that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**") between, *inter alia*, one or more of the OTE Group.

## POSSESSION OF PROPERTY AND OPERATIONS

5. THIS COURT ORDERS that the OTE Group shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the OTE Group shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The OTE Group are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. THIS COURT ORDERS that the OTE Group shall be entitled to continue to utilize the central cash management system currently in place as described in the Hill Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the OTE Group of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the OTE Group, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any future Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. THIS COURT ORDERS that the OTE Group shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the OTE Group in respect of these proceedings, at their standard rates and charges;
- (c) with the consent of the Monitor and the OTE Group, amounts owing for goods or services actually supplied to any of the OTE Group prior to the date of this Order by third party suppliers, up to a maximum aggregate amount of \$6,375,000, if such third party is critical to the Business and ongoing operations of the OTE Group; and
- (d) amounts owing to the Ministry of Finance relating to an agreement reached with the Ministry of Finance on January 26, 2023 regarding the extension of certain fuel and gas tax licenses.

8. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the OTE Group shall be entitled but not required to pay all reasonable expenses incurred by the OTE Group in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services;
- (b) any payments required by RBC under the existing credit facilities extended by RBC to certain of the OTE Group; and
- (c) payment for goods or services actually supplied to the OTE Group following the date of this Order.

9. THIS COURT ORDERS that the OTE Group shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the OTE Group in connection with the sale of goods and services by the OTE Group, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any

nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the OTE Group.

10. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the OTE Group shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the OTE Group and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. THIS COURT ORDERS that, except as specifically permitted herein, the OTE Group are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the OTE Group to any of its creditors as of this date, save and except for RBC; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

### **CARVE-OUT**

12. THIS COURT ORDERS that RBC shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA.

### **RESTRUCTURING**

13. THIS COURT ORDERS that the OTE Group shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations;

- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the OTE Group to proceed with an orderly restructuring of the Business (the "**Restructuring**").

14. THIS COURT ORDERS that the OTE Group shall provide each of the relevant landlords with notice of the OTE Group's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the OTE Group's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the OTE Group, or by further Order of this Court upon application by the OTE Group on at least two (2) days notice to such landlord and any such secured creditors. If the OTE Group disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the OTE Group's claim to the fixtures in dispute.

15. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the OTE Group and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the OTE Group in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

## **NO PROCEEDINGS AGAINST THE OTE GROUP OR THE PROPERTY**

16. THIS COURT ORDERS that until and including February 9, 2023, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court, tribunal, agency or other legal or, subject to paragraph 19, regulatory body (each, a "**Proceeding**") shall be commenced or continued against or in respect of the OTE Group or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the OTE Group and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the OTE Group or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

17. THIS COURT ORDERS that the Stay Period does not apply to the rights and remedies of RBC as it pertains to security provided by the OTE Group in favour of RBC.

## **NO EXERCISE OF RIGHTS OR REMEDIES**

18. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, regulatory body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person"), other than RBC, against or in respect of the OTE Group or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the OTE Group and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the OTE Group to carry on any business which the OTE Group is not lawfully entitled to carry on, (ii) subject to paragraph 19, affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

19. THIS COURT ORDERS that notwithstanding Section 11.1 of the CCAA, all rights and remedies of provincial and federal regulators and/or border authorities that have authority with respect to the importation and exportation of fuel, petroleum, diesel and/or gasoline against or in respect of the OTE Group or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended during the

Stay Period except with the written consent of the OTE Group and the Monitor, or leave of this Court on notice to the Service List, such that no licenses held by any of the OTE Group may be revoked or expire during the Stay Period and same are further extended during the course of these CCAA proceedings.

### **NO INTERFERENCE WITH RIGHTS**

20. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the OTE Group, except with the written consent of the OTE Group and the Monitor, or leave of this Court.

### **CONTINUATION OF SERVICES**

21. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the OTE Group or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the OTE Group, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the OTE Group, and that the OTE Group shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the OTE Group in accordance with normal payment practices of the OTE Group or such other practices as may be agreed upon by the supplier or service provider and each of the OTE Group and the Monitor, or as may be ordered by this Court.

### **NON-DEROGATION OF RIGHTS**

22. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-

advance any monies or otherwise extend any credit to the OTE Group. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

23. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the OTE Group with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the OTE Group whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the OTE Group, if one is filed, is sanctioned by this Court or is refused by the creditors of the OTE Group or this Court.

### **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

24. THIS COURT ORDERS that the OTE Group shall jointly and severally indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the OTE Group after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

25. THIS COURT ORDERS that the directors and officers of the OTE Group shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of **\$250,000**, as security for the indemnity provided in paragraph 24 of this Order. The Directors' Charge shall have the priority set out in paragraphs 36 and 38 herein.

26. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the OTE Group's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

## APPOINTMENT OF MONITOR

27. THIS COURT ORDERS that KPMG is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the OTE Group with the powers and obligations set out in the CCAA or set forth herein and that the OTE Group and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the OTE Group pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

28. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the OTE Group's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the OTE Group in its development of the Plan and any amendments to the Plan;
- (d) assist the OTE Group, to the extent required by the OTE Group, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the OTE Group, to the extent that is necessary to adequately assess the OTE Group's business and financial affairs or to perform its duties arising under this Order;
- (f) compel the production, from time to time, from any Person having possession, custody or control of any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the OTE Group (the "**Requested Information**");

- (g) require any Requested Information to be delivered within thirty (30) days of the Monitor's request or such a longer time period as the Monitor may agree to in its discretion;
- (h) conduct investigations from time to time, including examinations under oath of any Person reasonably thought to have knowledge relating to the Requested Information;
- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

29. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

30. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

31. THIS COURT ORDERS that the Monitor shall provide any creditor of the OTE Group with information provided by the OTE Group in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the OTE Group is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the OTE Group may agree.

32. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

33. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the OTE Group shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the OTE Group as part of the costs of these proceedings, whether incurred prior to, on, or subsequent to the date of this Order, by the OTE Group as part of the costs of these proceedings. The OTE Group is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the OTE Group on a weekly basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor and counsel to the Applicant, retainers in the approximate amount of **\$950,000** to be held by them as security for payment of their respective fees and disbursements outstanding for certain pre- and post-filing costs.

34. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

#### **ADMINISTRATION CHARGE**

35. THIS COURT ORDERS that the Monitor, counsel to the Monitor, and the OTE Group's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of **\$500,000**, as

security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 36 and 38 hereof.

### **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

36. THIS COURT ORDERS that the priorities of the existing security held by RBC (the “**RBC Security**”), the Directors’ Charge and the Administration Charge, as among them, shall be as follows:

First – RBC Security;

Second – Administration Charge; and

Third – Directors’ Charge.

37. THIS COURT ORDERS that the filing, registration or perfection of the Directors’ Charge, the Administration Charge or the RBC Security (collectively, the “**Charges**”) shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

38. THIS COURT ORDERS that each of the Directors’ Charge, the Administration Charge and the RBC Security (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

39. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the OTE Group shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors’ Charge, the Administration Charge or the RBC Security, unless the OTE Group also obtains the prior written

consent of the Monitor and the beneficiaries of the Directors' Charge, the RBC Security and the Administration Charge, or further Order of this Court.

40. THIS COURT ORDERS that the Directors' Charge, the Administration Charge and the RBC Security shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the OTE Group, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the OTE Group of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the OTE Group entering into the creation of the Charges; and
- (c) the payments made by the OTE Group pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

41. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the OTE Group's interest in such real property leases.

## SERVICE AND NOTICE

42. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in the Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the OTE Group of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

43. THIS COURT ORDERS that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor’s website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

44. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<<https://home.kpmg/ca/en/home/services/advisory/deal-advisory/creditorlinks/original-traders-energy-group.html>>.

45. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the OTE Group and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal

delivery or facsimile transmission to the OTE Group's creditors or other interested parties at their respective addresses as last shown on the records of the OTE Group and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## **GENERAL**

46. THIS COURT ORDERS that the OTE Group or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

47. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the OTE Group, the Business or the Property.

48. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the OTE Group, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the OTE Group and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the OTE Group and the Monitor and their respective agents in carrying out the terms of this Order.

49. THIS COURT ORDERS that each of the OTE Group and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

50. THIS COURT ORDERS that any interested party (including the OTE Group and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days

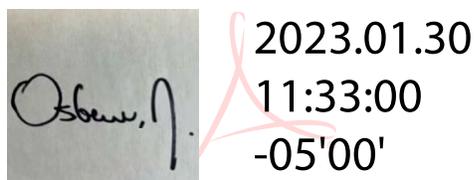
notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

51. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

52. THIS COURT ORDERS that this Order is effective from today's date and is enforceable without the need for entry or filing.

### SEALING RELIEF

53. THIS COURT ORDERS that the Second Hill Affidavit shall be and is hereby sealed, kept confidential, and shall not form part of the public record until the earlier of (a) the vacating of the sealing order appended as Exhibit B to the Second Hill Affidavit (the "**Foreign Sealing Order**"), without being replaced by another sealing order granted by a court of a foreign jurisdiction, (b) the vacating of any sealing order that may granted by a court of a foreign jurisdiction to replace the Foreign Sealing Order, or (c) further Order of this Court.



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OSBORNE, J.

Court File No. CV-23-00693758-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

**Proceedings commenced at Toronto**

**INITIAL ORDER**

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
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Toronto, ON M5J 2T9

**Steven Graff (LSO# 31871V)**  
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**Samantha Hans (LSO# 84373H)**

Tel: 416.863.1500  
Fax: 416.863.1515

*Lawyers for the OTE Group*

This is Exhibit "B" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**



Court File No. CV-23-00693758-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

THE HONOURABLE ) THURSDAY, THE 9TH  
JUSTICE OSBORNE ) DAY OF FEBRUARY, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD.**  
**AND 2496750 ONTARIO INC.** (each, an "**Applicant**" and  
collectively, the "**Applicants**")

**AMENDED AND RESTATED INITIAL ORDER**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order amending and restating the Initial Order (the "**Initial Order**") dated January 30, 2023 (the "**Initial Filing Date**") was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the affidavit of Scott Hill sworn January 27, 2023 and the Exhibits thereto (the "**Hill Affidavit**"), the second affidavit of Scott Hill sworn January 27, 2023 and the Exhibits thereto (the "**Second Hill Affidavit**"), the third affidavit of Scott Hill sworn February 7, 2023 and the Exhibits thereto (the "**Third Hill Affidavit**") the pre-filing report of the proposed monitor, KPMG Inc. ("**KPMG**") dated January 27, 2023 (the "**Pre-Filing Report**"), the first report of KPMG dated February 8, 2023 (the "**First Report**") and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, OTE Logistics LP and Original Traders Energy LP (with OTE Logistics LP, the "**Partnerships**" and collectively with the Applicants, the "**OTE Group**"), counsel for Royal Bank of Canada ("**RBC**") and such other

counsel who were present, and on reading the consent of KPMG to act as the monitor (the “**Monitor**”),

## **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

## **DEFINED TERMS**

2. THIS COURT ORDERS that capitalized terms used within this Order shall have the meanings ascribed to them in the Hill Affidavit or the Pre-Filing Report, as applicable, if they are not otherwise defined herein.

## **APPLICATION**

3. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies. Although not Applicants, the Partnerships shall enjoy the benefits of the protections and authorizations provided by this Order.

## **PLAN OF ARRANGEMENT**

4. THIS COURT ORDERS that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**") between, *inter alia*, one or more of the OTE Group.

## **POSSESSION OF PROPERTY AND OPERATIONS**

5. THIS COURT ORDERS that the OTE Group shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the OTE Group shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The OTE Group are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or

employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. THIS COURT ORDERS that the OTE Group shall be entitled to continue to utilize the central cash management system currently in place as described in the Hill Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the OTE Group of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the OTE Group, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any future Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. THIS COURT ORDERS that the OTE Group shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the OTE Group in respect of these proceedings, at their standard rates and charges;
- (c) with the consent of the Monitor and the OTE Group, amounts owing for goods or services actually supplied to any of the OTE Group prior to the date of this Order by third party suppliers, up to a maximum aggregate amount of \$6,375,000, if such third party is critical to the Business and ongoing operations of the OTE Group; and

- (d) amounts owing to the Ministry of Finance relating to an agreement reached with the Ministry of Finance on January 26, 2023 regarding the extension of certain fuel and gas tax licenses.

8. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the OTE Group shall be entitled but not required to pay all reasonable expenses incurred by the OTE Group in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services;
- (b) any payments required by RBC under the existing credit facilities extended by RBC to certain of the OTE Group; and
- (c) payment for goods or services actually supplied to the OTE Group following the date of this Order.

9. THIS COURT ORDERS that the OTE Group shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the OTE Group in connection with the sale of goods and services by the OTE Group, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the OTE Group.

10. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the OTE Group shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the OTE Group and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. THIS COURT ORDERS that, except as specifically permitted herein, the OTE Group are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the OTE Group to any of its creditors as of this date, save and except for RBC; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

### **CARVE-OUT**

12. THIS COURT ORDERS that RBC shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA.

### **RESTRUCTURING**

13. THIS COURT ORDERS that the OTE Group shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the OTE Group to proceed with an orderly restructuring of the Business (the "**Restructuring**").

14. THIS COURT ORDERS that the OTE Group shall provide each of the relevant landlords with notice of the OTE Group's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the OTE Group's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the OTE Group, or by further Order of this Court upon application by the OTE Group on at least two (2) days notice to such landlord and any such secured creditors. If the OTE Group disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the OTE Group's claim to the fixtures in dispute.

15. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the OTE Group and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the OTE Group in respect of such lease or leased premises, provided that nothing

herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

### **NO PROCEEDINGS AGAINST THE OTE GROUP OR THE PROPERTY**

16. THIS COURT ORDERS that until and including April 28, 2023, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court, tribunal, agency or other legal or, subject to paragraph 19, regulatory body (each, a "**Proceeding**") shall be commenced or continued against or in respect of the OTE Group or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the OTE Group and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the OTE Group or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

17. THIS COURT ORDERS that the Stay Period does not apply to the rights and remedies of RBC as it pertains to security provided by the OTE Group in favour of RBC.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

18. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, regulatory body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person"), other than RBC, against or in respect of the OTE Group or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the OTE Group and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the OTE Group to carry on any business which the OTE Group is not lawfully entitled to carry on, (ii) subject to paragraph 19, affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

19. THIS COURT ORDERS that subject to paragraph 20 and notwithstanding Section 11.1 of the CCAA, those rights and remedies of provincial and federal regulators and border authorities that have authority with respect to the importation and exportation of fuel, petroleum,

diesel or gasoline against or in respect of the OTE Group or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, which would materially impair the operation of OTE Group as a going concern, including the revocation or expiry of applicable licenses held by any member of the OTE Group, are hereby stayed and suspended during the Stay Period except with the written consent of the OTE Group and the Monitor, or leave of this Court obtained by motion on no less than ten (10) days' notice to the Service List, such that any applicable license held by any member of the OTE Group is otherwise extended during the Stay Period.

20. THIS COURT ORDERS that nothing in this Order shall prevent any government or regulatory agency or body from taking any action it deems necessary:

- (a) to protect public or employee health and/or safety;
- (b) to address exigent environmental contamination, hazards or other adverse effects; or
- (c) to investigate and prosecute criminal and quasi-criminal offences under federal or provincial laws, but enforcement of monetary orders arising therefrom are stayed subject to further order of this Court.

### **NO INTERFERENCE WITH RIGHTS**

21. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the OTE Group, except with the written consent of the OTE Group and the Monitor, or leave of this Court.

### **CONTINUATION OF SERVICES**

22. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the OTE Group or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the OTE Group, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of

such goods or services as may be required by the OTE Group, and that the OTE Group shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the OTE Group in accordance with normal payment practices of the OTE Group or such other practices as may be agreed upon by the supplier or service provider and each of the OTE Group and the Monitor, or as may be ordered by this Court.

### **NON-DEROGATION OF RIGHTS**

23. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the OTE Group. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

24. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the OTE Group with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the OTE Group whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the OTE Group, if one is filed, is sanctioned by this Court or is refused by the creditors of the OTE Group or this Court.

### **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

25. THIS COURT ORDERS that the OTE Group shall jointly and severally indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the OTE Group after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

26. THIS COURT ORDERS that the directors and officers of the OTE Group shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of **\$2,250,000**, as security for the indemnity provided in paragraph 25 of this Order. The Directors' Charge shall have the priority set out in paragraphs 37 and 39 herein.

27. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the OTE Group's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 25 of this Order.

#### **APPOINTMENT OF MONITOR**

28. THIS COURT ORDERS that KPMG is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the OTE Group with the powers and obligations set out in the CCAA or set forth herein and that the OTE Group and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the OTE Group pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

29. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the OTE Group's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the OTE Group in its development of the Plan and any amendments to the Plan;

- (d) assist the OTE Group, to the extent required by the OTE Group, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the OTE Group, to the extent that is necessary to adequately assess the OTE Group's business and financial affairs or to perform its duties arising under this Order;
- (f) compel the production, from time to time, from any Person having possession, custody or control of any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the OTE Group (the "**Requested Information**");
- (g) require any Requested Information to be delivered within thirty (30) days of the Monitor's request or such a longer time period as the Monitor may agree to in its discretion;
- (h) conduct investigations from time to time, including examinations under oath of any Person reasonably thought to have knowledge relating to the Requested Information;
- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

30. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

31. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated,

might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

32. THIS COURT ORDERS that the Monitor shall provide any creditor of the OTE Group with information provided by the OTE Group in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the OTE Group is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the OTE Group may agree.

33. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

34. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the OTE Group shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the OTE Group as part of the costs of these proceedings, whether incurred prior to, on, or subsequent to the date of this Order, by the OTE Group as part of the costs of these proceedings. The OTE Group is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the OTE Group on a weekly basis and, in

addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor and counsel to the Applicant, retainers in the approximate amount of **\$950,000** to be held by them as security for payment of their respective fees and disbursements outstanding for certain pre- and post-filing costs.

35. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

#### **ADMINISTRATION CHARGE**

36. THIS COURT ORDERS that the Monitor, counsel to the Monitor, and the OTE Group's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of **\$500,000**, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 37 and 39 hereof.

#### **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

37. THIS COURT ORDERS that the priorities of the existing security held by RBC (the "**RBC Security**"), the Directors' Charge and the Administration Charge, as among them, shall be as follows:

First – RBC Security;

Second – Administration Charge; and

Third – Directors' Charge.

38. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge or the RBC Security (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the

Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

39. THIS COURT ORDERS that each of the Directors' Charge, the Administration Charge and the RBC Security (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

40. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the OTE Group shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge, the Administration Charge or the RBC Security, unless the OTE Group also obtains the prior written consent of the Monitor and the beneficiaries of the Directors' Charge, the RBC Security and the Administration Charge, or further Order of this Court.

41. THIS COURT ORDERS that the Directors' Charge, the Administration Charge and the RBC Security shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the OTE Group, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the OTE Group of any Agreement to which it is a party;

- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the OTE Group entering into the creation of the Charges; and
- (c) the payments made by the OTE Group pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

42. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the OTE Group's interest in such real property leases.

#### **SERVICE AND NOTICE**

43. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in the Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the OTE Group of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

44. THIS COURT ORDERS that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor's website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

45. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service->

protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<<https://home.kpmg/ca/en/home/services/advisory/deal-advisory/creditorlinks/original-traders-energy-group.html>>.

46. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the OTE Group and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the OTE Group’s creditors or other interested parties at their respective addresses as last shown on the records of the OTE Group and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## **GENERAL**

47. THIS COURT ORDERS that the OTE Group or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

48. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the OTE Group, the Business or the Property.

49. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the OTE Group, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the OTE Group and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to

assist the OTE Group and the Monitor and their respective agents in carrying out the terms of this Order.

50. THIS COURT ORDERS that each of the OTE Group and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

51. THIS COURT ORDERS that any interested party (including the OTE Group and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

52. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

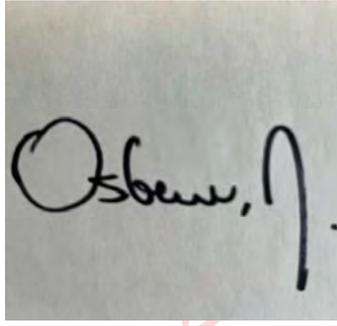
53. THIS COURT ORDERS that this Order is effective from today's date and is enforceable without the need for entry or filing.

#### **SEALING RELIEF**

54. THIS COURT ORDERS that the Second Hill Affidavit shall be and is hereby sealed, kept confidential, and shall not form part of the public record until the earlier of (a) the vacating of the sealing order appended as Exhibit B to the Second Hill Affidavit (the "**Foreign Sealing Order**"), without being replaced by another sealing order granted by a court of a foreign jurisdiction, (b) the vacating of any sealing order that may granted by a court of a foreign jurisdiction to replace the Foreign Sealing Order, or (c) further Order of this Court.

#### **INITIAL ORDER AND INITIAL FILING DATE**

55. THIS COURT ORDERS that the Initial Order, reflecting the Initial Filing Date, shall be amended and restated as provided for above.



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Court File No. CV-23-00693758-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

**Proceedings commenced at Toronto**

**AMENDED AND RESTATED INITIAL ORDER**

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
Brookfield Place  
181 Bay Street  
Suite 1800  
Toronto, ON M5J 2T9

**Steven Graff (LSO# 31871V)**  
**Miranda Spence (LSO# 60621M)**  
**Tamie Dolny (LSO#77958U)**  
**Samantha Hans (LSO# 84373H)**

Tel: 416.863.1500  
Fax: 416.863.1515

*Lawyers for the OTE Group*

051

This is Exhibit "C" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**



**KPMG Inc.**  
 Bay Adelaide Centre  
 333 Bay Street Suite 4600  
 Toronto ON M5H 2S5  
 Canada

Telephone (416) 777-8500  
 Fax (416) 777-3364  
 Internet www.kpmg.ca

**Glenn Page**

118 Main Street North  
 P O Box 1063  
 Hamilton ON L0R 2H0

**SENT VIA EMAIL & COURIER**

February 6, 2023

Dear Glenn Page,

Re: Original Traders Energy Ltd., 2496750 Ontario Inc., OTE Logistics LP and Original Traders Energy LP (collectively, the "**OTE Group**")

You are receiving this letter as a former director, officer, employee, contractor, representative or agent of one or more of the OTE Group entities.

As you may be aware, the OTE Group was granted protection under the *Companies' Creditors Arrangement Act* ("**CCAA**") by the Ontario Superior Court of Justice (*Commercial List*) (the "**Court**") on January 30, 2023, and KPMG Inc. ("**KPMG**") was appointed by the Court as monitor (the "**Monitor**"). Enclosed is a copy of the CCAA initial order (the "**Initial Order**") along with a copy of the Endorsement of Justice Osborne dated January 30, 2023 (the "**Endorsement**").

As noted in paragraph 28(e)(f)(g)(h) of the Initial Order, in addition to the Monitor's powers pursuant to the CCAA, the Monitor has been empowered by the Court to, amongst other things:

- 28(e) *have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the OTE Group, to the extent that is necessary to adequately assess the OTE Group's business and financial affairs or to perform its duties arising under this Order;*
- 28(f) *compel the production, from time to time, from any Person having possession, custody or control of any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the OTE Group (the "**Requested Information**");*
- 28(g) *require any Requested Information to be delivered within thirty (30) days of the Monitor's request or such a longer time period as the Monitor may agree to in its discretion;*
- 28(h) *conduct investigations from time to time, including examinations under oath of any Person reasonably thought to have knowledge relating to the Requested Information;*

Justice Osborne, in paragraph 53 of his Endorsement specifically noted the need for the above powers of the Monitor, including the power to compel the release of such Requested Information and conduct



examinations under oath, if required.

As a former director, officer, employee, contractor, representative or agent of one or more of the OTE Group entities, you may have Requested Information in your possession or control or you may be aware of the whereabouts of Requested Information. With the powers provided by the Initial Order and the Endorsement of Justice Osborne, the Monitor is formally requesting and requiring that you immediately provide to the Monitor any and all financial, banking, tax, operational and other information and documents in your possession or control, in any form whatsoever, including, without limitation, electronic and/or paper books, records, statements, documentation, and data of or related to the OTE Group and/or any entities related to the OTE Group.

Pursuant to the Initial Order, the Monitor requests and requires that you provide copies of all correspondence (i.e., letters, returns, emails, texts) between yourself and any stakeholder of any entity of the OTE Group or other person relating to the business and/or operations of any OTE Group entity, including owners, employees (past and present), banks, tax or regulatory authorities, suppliers, customers, or any other related or third party persons doing business with the OTE Group. To be clear, the Monitor requires that all information in your possession or control related to any OTE Group entity be immediately provided to the Monitor without delay and/or any restrictions.

To the extent that any Requested Information is not in your possession or control but you are aware of the whereabouts of such Requested Information, the Monitor requests and requires that you forthwith provide the Monitor with the location of the Requested Information and cooperate with the Monitor in facilitating access to such Requested Information. This includes, without limitation, any Requested Information that may be in storage, computer servers or the cloud.

To facilitate the collection of the Requested Information, the Monitor is willing to attend at your home, offices or wherever the Requested Information is located. If in electronic format, the Monitor will attend with appropriate cyber forensic personnel to copy and image such information, or the computer drives and/or servers containing the Requested Information.

As noted in the Initial Order, the above Requested Information is to be provided to the Monitor within 30 days of this letter. Please note all Requested Information in your possession or control must be safeguarded, preserved and maintained in its original format and there must be absolutely no destruction, relocation, alteration or tampering with of any Requested Information. In addition, to the extent you are aware of any Requested Information in the possession of a third party, the Monitor requests and requires that you inform them of this requirement to safeguard, preserve and maintain the Requested Information and to contact the Monitor forthwith to enable the Monitor to obtain that Requested Information.

This request for information is not intended to obtain any solicitor-client privileged information without appropriate protocols to protect such solicitor-client privilege. If you are concerned that certain information should not be released to the Monitor for any reason, we will require a formal response from you within 15 days of the date of this letter with details as to what information you are not willing to release and provide reasons for such non-release. Upon receipt of such letter, we will review with legal counsel and consider whether it is necessary to seek direction of the Court. If you have any questions as it may relate to this letter, please don't hesitate to reach out to the following representatives of the Monitor: Paul van Eyk at [pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca) or 416-777-8281 or Duncan Lau at [duncanlau@kpmg.ca](mailto:duncanlau@kpmg.ca) or 416-476-2184.



We look forward to receiving the Requested Information as soon as possible and thank you in advance for such efforts.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul van Eyk'. The signature is fluid and cursive, with a large initial 'P'.

**Paul van Eyk**

President

KPMG Inc., in its capacity as Court appointed Monitor of the OTE Group

333 Bay Street, Suite 4600

Bay Adelaide Centre

Toronto, ON M5H 2S5

This is Exhibit "D" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

March 8, 2023

**VIA EMAIL**

**KPMG Inc.**  
 333 Bay Street, Suite 4600  
 Bay Adelaide Centre  
 Toronto, ON M5H 2S5

**Bennett Jones LLP**  
 100 King Street West, Suite 3400  
 First Canadian Place  
 Toronto, ON M5X 1A4

**Attention: Paul van Eyk**

**Attention: Raj Sahni**

Dear Mr. van Eyk and Mr. Sahni:

**Re: In the Matter of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended and in the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc. (collectively, the "Applicants")  
 Court File No.: CV-23-00693758-00CL (the "CCAA Proceedings")**

As you know, we are restructuring counsel to Glenn Page and 2658658 Ontario Inc. ("**GPMC Holdings**"). We have copied Stockwoods LLP, litigation counsel to Mr. Page and GPMC Holdings. Please direct all future correspondence to both law firms.

We are in receipt of the letter dated February 6, 2023 from Mr. van Eyk to Mr. Page. Reference is also made to the Amended and Restated Initial Order dated February 9, 2023 (the "**ARIO**"). Capitalized terms used herein that are not otherwise defined shall have the meaning given to them in the ARIO.

As discussed during our phone conversation on February 17, 2023, Mr. Page has been working and continues to work diligently to provide any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the OTE Group, that are in his or GPMC Holdings' possession, custody or control (the "**Requested Information**"). As previously communicated to you, Mr. Page intends to deliver the Requested Information, although this will require some additional time. Mr. Page requests that he and GPMC Holdings have at least 30 more days. While Mr. Page hopes that this will be enough time, it is possible that an additional extension may be required.

While we appreciate that the ARIO has granted the Monitor with broad investigative powers and understand the Monitor's desire to receive all relevant documents related to the OTE Group, we note that the Requested Information sought in the February 6 letter is entirely unparticularized and general in nature. It would help Mr. Page to prioritize his searches and respond more quickly if the Monitor could compile a more specific list of information it is seeking.

### **The Requested Information in Mr. Page and GPMC Holdings' Possession, Custody and Control**

Mr. Page has spent considerable time searching for and collecting the Requested Information. Electronic copies of such documents have been uploaded to the following ShareFile link: <https://tgf.sharefile.com/d-s9abdd21ff46943c18f06451935730761>. The ShareFile link includes the following documents:

- (a) the Original Traders Energy LP Minute Book, which includes:
  - (i) Limited Partnership Profile as at March 29, 2018;
  - (ii) Declaration under the *Limited Partnership Act*;
  - (iii) Amending Agreement to the Limited Partnership Agreement dated March 15, 2018;
  - (iv) Original Traders Energy LP Limited Partnership Agreement dated July 5, 2017;
  - (v) Undated Resolution of the Board of Directors of Original Traders Energy Ltd.;
  - (vi) Resolution of the Board of Directors of Original Traders Energy Ltd. dated March 15, 2018;
  - (vii) Resolution of the Limited Partners of Original Traders Energy LP dated March 12, 2018;
  - (viii) Release and Indemnity Agreement dated March 12, 2018;
  - (ix) Partners Register as of March 12, 2018;
  - (x) Units Register as of March 12, 2018; and
  - (xi) Unit Certificates.
- (b) Unaudited and Unsigned Financial Statements of Original Traders Energy LP dated December 31, 2020; and
- (c) Undated Memorandum from Gowling WLG to Miles Hill re: Operation of Original Traders Energy LP.

We understand that the Monitor would like to receive documents on a rolling basis. Electronic copies of further documents constituting Requested Information will be uploaded to the Sharefile website as they become available.

### **Information Regarding the Whereabouts of Other Information**

Your letter of February 6 asked that Mr. Page advise the Monitor if he is aware of the whereabouts of any additional information related to the OTE Group that is not in the possession, custody and control of Mr. Page or GPMC Holdings (“**Other Information**”). Mr. Page is the current President of Gen 7 Brands International Inc. (“**Gen 7 Brands**”) and an officer of 27453864 Ontario Inc. (c.o.b.a. GPMC Management Services) (“**GPMC Management Services**”).

Mr. Page advises that GPMC Management Services has electronic and physical documents relating to OTE Logistics LP (“**OTE Logistics**”). Mr. Page also advises that Gen 7 Brands has electronic and physical documents related to OTE LP.

Mr. Page is also aware of certain Other Information that was formerly in the possession, custody, and control of GPMC Management Services, but was delivered to representatives of the OTE Group after Mr. Page’s termination as President of OTE.

Mr. Page is aware of the following sources of certain Other Information:

- (a) **SilverLine server and accounting system:** OTE LP’s server was initially located at the office at Unit A, 1110 Highway 54, Caledonia, on the Six Nations of the Grand River First Nations Reserve. Following two hacking and ransom incidents that affected this server, OTE LP retained the services of Silverline Solutions in or around early 2020, and started using a cloud-based server hosted by Silverline Solutions.

OTE Logistics started using this same Silverline-supplied cloud-based server in 2021 for files and records outside the financial bookkeeping system that was held under a service contract by GPMC Management Services. Prior to that, OTE Logistics’ server was located at the OTE blending site on the Six Nations of the Grand River First Nations Reserve.

- (b) **Claybar Contracting Inc.:** Claybar Contracting Inc. (“**Claybar**”) was originally a limited partner in OTE LP, eventually selling its units to the other limited partners in or around August 2019. Since the formation of OTE LP, Claybar has served as its corporate secretary. In this capacity, Claybar maintained records regarding partnership meetings, including resolutions passed at those meetings, as well as records regarding the distributions made to the limited partners. Claybar also served as a consultant and contractor to the OTE Group, assisting in the construction of various OTE Group projects, including the construction of its blending sites. In

addition, representatives of Claybar, Brian DeNobriga and Nick Capretta, were present at many meetings with the limited partners of OTE LP, including the meeting in July 2022 at which Mr. Page was terminated as President of OTE.

Furthermore, it is Mr. Page's understanding that the following persons have possession, custody or control of certain Requested Information: GPMC Management Services, Brian Page, and Gen7 Brands. We understand that the Monitor will separately receive responses from the other persons with possession, custody or control of the Requested Information.

Finally, Mr. Page notes the Monitor's request that all Requested Information in Mr. Page's possession, custody, and control must be safeguarded, preserved, and maintained in its original format and there must be no destruction, relocation, alteration or tampering with any of the Requested Information. Mr. Page understands and confirms that any of the Requested Information in his possession, custody and control have been preserved and maintained in their original format.

We are happy to discuss this matter further and look forward to confirmation in respect of the extension of time.

Yours truly,

**Thornton Grout Finnigan LLP**



Mitchell W. Grossell

cc: Stockwoods LLP  
Client

This is Exhibit "E" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway", written in a cursive style.

---

*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

**From:** [Jonathan Chen](#)  
**To:** [Paul van Eyk \(pvaneyk@kpmg.ca\)](#); [Raj Sahni](#)  
**Cc:** [Monique Jilesen](#); [Keely Kinley](#)  
**Subject:** OTE CCAA  
**Date:** Monday, June 5, 2023 10:40:21 AM  
**Attachments:** [image001.png](#)

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Dear Mr. van Eyk and Mr. Sahni:

As you know, we are counsel to Glenn Page and 2658658 Ontario Inc. (GPMC Holdings).

In response to the Requested Information as defined in your letter of February 6, 2023, below is a password protected link to access a further set of responsive documents:

<https://litigate.sharefile.com/d-s6a26348c27ac4256b39bc60188014b38>

We understand that the Monitor would like to receive documents a rolling basis and responsive document sets will be provided as they become available. Mr. Page continues to work diligently and additional time will be required to complete the review. If timing poses an issue, please let us know.

Lastly, as we previously discussed with Mr. Sahni, we would be grateful for additional information as to the specific types of documents being sought by the Monitor. As we noted, the request is unparticularized and general. We continue to await a response from Mr. Sahni in that regard.

Thank you.

Jonathan



**Jonathan Chen\***

T 416-865-3553  
M 647-390-3968  
F 416-865-2843  
[jchen@litigate.com](mailto:jchen@litigate.com)

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Canada M5H 3P5  
[www.litigate.com](http://www.litigate.com)

This e-mail may contain legally privileged or confidential information. This message is intended only for the recipient(s) named in the message. If you are not an intended recipient and this e-mail was received in error, please notify us by reply e-mail and delete the original message immediately. Thank you. Lenczner Slaght LLP.

This is Exhibit "F" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

**From:** [Jonathan Chen](#)  
**To:** [Raj Sahni](#)  
**Cc:** [Paul van Eyk \(pvaneyk@kpmg.ca\)](#); [Lau, Duncan](#); [Steve Graff](#); [mhenderson@airdberlis.com](#); [Monique Jilesen](#); [Keely Kinley](#); [Tamie Dolny](#); [Gard, Chris](#); [Jim Patterson](#); [Thomas Gray](#)  
**Subject:** RE: In the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc. - Court File No. CV-23-00693758-00 [DM-LSDOCS.FID1022184]  
**Date:** Saturday, July 8, 2023 1:53:02 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

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Hello Raj,

Below is a link to access the .pst file:

<https://litigate.sharefile.com/d-s6026aa05a52b4d8794f99b738b8ec1a7>

To be clear, we have not loaded the .pst file on our end and have not reviewed any of its contents.

Given your objection, we will not review the contents until and unless we come to a resolution or the issue is addressed by the Court.

Jonathan

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**From:** Raj Sahni <SahniR@bennettjones.com>  
**Sent:** Friday, July 7, 2023 11:39 AM  
**To:** Jonathan Chen <jchen@litigate.com>; Steve Graff <sgraff@airdberlis.com>; mhenderson@airdberlis.com; Monique Jilesen <mjilesen@litigate.com>; Keely Kinley <kkinley@litigate.com>; Tamie Dolny <tdolny@airdberlis.com>  
**Cc:** Paul van Eyk (pvaneyk@kpmg.ca) <pvaneyk@kpmg.ca>; Lau, Duncan <duncanlau@kpmg.ca>; Gard, Chris <cgard@kpmg.ca>; Jim Patterson <PattersonJ@bennettjones.com>; Thomas Gray <GrayT@bennettjones.com>  
**Subject:** RE: In the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc. - Court File No. CV-23-00693758-00 [DM-LSDOCS.FID1022184]

**EXTERNAL MESSAGE**

Jonathan,

Pursuant to the Initial Order dated January 30, 2023 and the Amended & Restated Initial Order of the OTE Group dated February 9, 2023 (the "**ARIO**"), the Monitor is to have full and complete access to the books, records and data of the OTE Group and is empowered to compel the production from any Person who has possession, custody or control thereof (see paragraphs 29(e) and (f) of the ARIO). The Monitor previously demanded production from Glenn Page of all such Requested Information, including via a letter dated February 6, 2023 (attached hereto for your convenience).

Pursuant to the ARIO and the previous demands for Requested Information made by the Monitor, the Monitor requires that all emails and attachments to or from any email accounts under the Original Traders Energy domain name or other domain names that are or were owned by or

associated with any of the OTE Group entities (the "**OTE Group Domains**") be provided to the Monitor forthwith, in their current format and the format in which they existed as at the time of the Initial Order, without editing, redaction or any other alteration or tampering, including delivery to the Monitor of any computer drives or storage devices or media and immediate access to the Monitor to any cloud based or other servers on which such emails may be located.

Furthermore, the Monitor does not agree to the review by any person, including Mr. Page or his counsel or advisors, of the emails or any attachments thereto prior to them being provided to the Monitor. All information and data on OTE Group Domains and any emails received or sent by Glenn Page in his capacity as a former director and/or officer of any OTE Group entity are property of the OTE Group. In addition, such emails and/or attachments could be subject to privilege in favour of the OTE Group or contain confidential or proprietary information belonging to the OTE Group.

If Mr. Page fails to comply with the above requests, the Monitor intends to raise this issue before the Court and seek any further directions or orders it deems necessary or appropriate.



**Raj Sahni**  
*Partner\**, Bennett Jones LLP  
\*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. [416 777 4804](tel:4167774804) | F. [416 863 1716](tel:4168631716) | M. [416 618 4804](tel:4166184804)  
E. [sahnir@bennettjones.com](mailto:sahnir@bennettjones.com)  
[BennettJones.com](http://BennettJones.com)

---

**From:** Jonathan Chen <[jchen@litigate.com](mailto:jchen@litigate.com)>  
**Sent:** Wednesday, July 5, 2023 11:03 PM  
**To:** Steve Graff <[sgraff@airdberlis.com](mailto:sgraff@airdberlis.com)>; Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>;  
[mhenderson@airdberlis.com](mailto:mhenderson@airdberlis.com)  
**Cc:** Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@litigate.com)>; Keely Kinley <[kkinley@litigate.com](mailto:kkinley@litigate.com)>  
**Subject:** RE: In the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc. - Court File No. CV-23-00693758-00 [DM-LSDOCS.FID1022184]

Counsel,

As you know, we are counsel to Glenn Page and 2658658 Ontario Inc.

Our client continues to make efforts to locate the Requested Information as defined in the Monitor's letter dated February 6, 2023. In the course of those efforts, Mr. Page located a copy of his email account with the Original Traders Energy domain name. At this time, we do not have any particulars about the email account. We intend to undertake a review of the email account for responsive documents as early as July 10, 2023. We appreciate that there may be privileged information contained in that email account. For that reason, we are open to discussing a review protocol should you believe that to be necessary. However, if you do not raise any objection by July 9, 2023, we will commence our review.

Regards,

Jonathan

**Jonathan Chen\***

T 416-865-3553  
M 647-390-3968  
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[jchen@litigate.com](mailto:jchen@litigate.com)

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The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. If you do not wish to receive future commercial electronic messages from Bennett Jones, you can unsubscribe at the following link: <http://www.bennettjones.com/unsubscribe>

This is Exhibit "G" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

**From:** [Jonathan Chen](#)  
**To:** [Raj Sahni](#); [Paul van Eyk \(pvaneyk@kpmg.ca\)](#)  
**Cc:** [Monique Jilesen](#); [Keely Kinley](#); [Lauren Nixon](#)  
**Subject:** RE: OTE CCAA  
**Date:** Friday, September 8, 2023 1:52:38 PM  
**Attachments:** [image001.png](#)

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Dear Mr. van Eyk and Mr. Sahni:

As you know, we are counsel to Glenn Page and 2658658 Ontario Inc. (GPMC Holdings).

In response to the Requested Information as defined in your letter of February 6, 2023, below is a password protected link to access a further set of responsive documents:

<https://litigate.sharefile.com/d-scdd6fa5c87694f8b9128a8e90afb8952>

Thank you.

Jonathan



**[Jonathan Chen](#)\***

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M 647-390-3968  
F 416-865-2843  
[jchen@litigate.com](mailto:jchen@litigate.com)

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This e-mail may contain legally privileged or confidential information. This message is intended only for the recipient(s) named in the message. If you are not an intended recipient and this e-mail was received in error, please notify us by reply e-mail and delete the original message immediately. Thank you. Lenczner Slaght LLP.

This is Exhibit "H" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway", written in a cursive style.

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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

070



SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

**ENDORSEMENT**

COURT FILE NO.: CV-23-00693758-00CL DATE: March 28, 2023

NO. ON LIST: 1

TITLE OF PROCEEDING: *ORIGINAL TRADERS ENERGY LTD et al*

BEFORE: **MR JUSTICE OSBORNE**

**PARTICIPANT INFORMATION**

**For Applicant:**

Name of Person Appearing	Name of Party	Contact Info
Tamie Dolny	OTE Group	647-426-2306 / tdolny@airdberlis.com
Samantha Hans	OTE Group	416-837-3260 / shans@airdberlis.com

**For Respondent:**

Name of Person Appearing	Name of Party	Contact Info
Fredrick Schumann	2658658 Ontario Inc. & Glenn Page	416-593-2490 / Fredricks@stockwoods.ca
Dan Goudge	2658658 Ontario Inc. & Glenn Page	416-593-2497 / dang@stockwoods.ca

**Others in Attendance:**

<b>Name of Person Appearing</b>	<b>Name of Party</b>	<b>Contact Info</b>
Adam Mortimer	Ministry of Finance	416-559-0216 / adam.mortimer@ontario.ca
Steven Groeneveld	Ministry of Finance	905-431-8380 / s.groeneveld@ontario.ca
Natai Shelsen	Mandy Cox	416-979-4384 / nshelsen@goldblattpartners.com
Raj Sahni	Counsel for the Monitor KPMG Inc.	416-777-4804 / sahnir@bennettjones.com
Chris Gard	KPMG Inc. (Monitor)	416-777-8214 / cgard@kpmg.ca
Duncan Lau	KPMG Inc. (Monitor)	416-476-2184 / duncanlau@kpmg.ca
Paul Van Eyk	KPMG Inc. (Monitor)	647-622-6586 / pvaneyk@kpmg.ca
Edward Park	Canada Revenue Agency	647-292-9368 / Edward.park@justice.gc.ca

**ENDORSEMENT OF JUSTICE OSBORNE:**

[1] The parties attended today for the return of *Mareva* relief I granted by order dated March 15, 2023. Today's date was scheduled on the consent of all counsel to accommodate personal and other commitments.

[2] Defined terms in this Endorsement have the meaning given to them in my Endorsement of March 22 by which I gave reasons for my March 15 order.

[3] There were two main issues before me today: a request for additional information relating to the Yacht, and the setting of a schedule for the return of this motion.

[4] Counsel for the Respondents confirmed that, subsequent to my March 15 order, the Yacht returned from the Bahamas to Florida where it is today. It is, however, moored at a temporary slip and the Respondents propose to move it to the marina located at Hollywood, Florida from which it departed a few days prior to the March 15 motion. Before it is moved, however, the OTE Group and the Monitor want certain information.

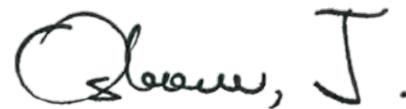
[5] Counsel for the Respondents will provide to counsel for the OTE Group and the Monitor as soon as possible but in any event within 48 hours the name and contact information for the Captain of the Yacht and a copy of the insurance policy on the Yacht. The GPS locator system onboard the Yacht is not functioning. It is unclear when it will be repaired. If it cannot be repaired immediately, the Respondents will obtain a portable GPS locator unit, and undertake that it will remain on board the Yacht and operational so that its location can be tracked at any time and continuously.

[6] Once that information has been provided, the Yacht will be moved to the marina at Hollywood, Florida and will remain there unmoved until further order of this Court.

[7] The parties will advise me via email from the Court-appointed Monitor no later than 4:30 PM on Friday, March 30, whether the above noted information and GPS operational capability has been provided and confirmed. If it has not been, the parties may if necessary schedule a brief attendance before me to discuss the timing of next steps. Counsel for the Respondents has undertaken to provide the material and information as soon as possible and all parties are in agreement that the Yacht will not be moved until it is provided.

[8] The parties wish collectively to agree among themselves on a schedule for the exchange of materials and the return date for this motion, which is agreeable to me. They will agree upon a schedule and the Monitor will provide that to me as soon as possible, preferably with two alternative hearing return dates for the motion. I will then schedule the return of the motion and advise the parties via email to the Monitor, or if that cannot be done, I will schedule a brief case conference.

[9] For greater certainty, my earlier order remains in effect pending the return of the motion and any further order of this Court.

A handwritten signature in black ink, appearing to read "Osborne, J.", written in a cursive style.

---

Justice Osborne

This is Exhibit "I" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

**From:** [Fredrick Schumann <FredrickS@stockwoods.ca>](mailto:FredrickS@stockwoods.ca)  
**To:** [sahnir@bennettjones.com](mailto:sahnir@bennettjones.com)  
**Cc:** [Mitch Grossell](mailto:Mitch.Grossell); [Deborah Palter](mailto:Deborah.Palmer); [Dan Goudge](mailto:Dan.Goudge); [Tamie Dolny](mailto:Tamie.Dolny); [shans@airdberlis.com](mailto:shans@airdberlis.com); [Natai Shelsen](mailto:Natai.Shelsen); [cgard@kpmg.ca](mailto:cgard@kpmg.ca); [duncanlau@kpmg.ca](mailto:duncanlau@kpmg.ca); [pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)  
**Subject:** RE: Document from Court Registrar (MAR 28)  
**Date:** Thursday, March 30, 2023 11:15:51 AM  
**Attachments:** [image567669.png](#)  
[image307813.png](#)  
[image522197.png](#)  
[Binder Azimut S7\\_REF-22GMI00768.pdf](#)

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Mr. Sahni,

Further to Justice Osborne's Endorsement of March 28, 2023, we write to provide the following information.

1. The Captain of the Yacht is GL Harvie. Mr. Harvie can be reached by phone at either 802-825-5435 or 561-247-4421. His email address is [canambtv@gmail.com](mailto:canambtv@gmail.com).
2. The AIS system on the Yacht was repaired yesterday by Raymarine (Mr. Page incurred out-of-pocket costs for this to expedite its repair) and has been turned on.
3. A copy of the Yacht's insurance policy is attached.

We have been informed by Mr. Page that on March 28, the Captain, on his own initiative, moved the Yacht from Stock Island Yacht Club and Marina in Key West, FL, to Loggerhead Marina in Hollywood, FL, where the Yacht is now docked. Mr. Page and the Captain have both advised us that Mr. Page did not instruct the Captain to move the Yacht. Nor did Mr. Page know that it was being or had been moved until he was contacted by the Captain yesterday morning to inform Mr. Page that the Yacht was now at the Loggerhead Marina. The Captain has advised us that he understood his instructions to be to take care of the Yacht, and that he alone made the decision to reposition the Yacht, given that it needed to vacate the slip at Stock Island Yacht Club and Marina by today, and other commitments prevented him from moving it yesterday and today. The Captain informed us that he was not provided with a copy of Justice Osborne's Order and that he did not understand that he was prohibited from moving the Yacht.

Mr. Goudge of our office has now informed Mr. Harvie that the Yacht cannot be moved without further Order of the Court.

Sincerely,

**Fredrick Schumann**

Partner



TD North Tower  
 Suite 4130 - 77 King Street West  
 Toronto, Ontario, Canada M5K 1H1

Direct: 416-593-2490  
 Fax: 416-593-9345  
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 [www.stockwoods.ca](http://www.stockwoods.ca)  [FredrickS@stockwoods.ca](mailto:FredrickS@stockwoods.ca)

*Disclaimer: This message is intended only for the persons to whom it is addressed. It should not be read by, or delivered to any other person, as it may contain privileged or confidential information. If you have received this message in error, please notify us immediately by replying to the sender.*

**From:** Bachew, Kevin (MAG) <Kevin.Bachew@ontario.ca>

**Sent:** Tuesday, March 28, 2023 2:50 PM

**To:** Tamie Dolny <tdolny@airdberlis.com>; shans@airdberlis.com; Fredrick Schumann <FredrickS@stockwoods.ca>; Dan Goudge <dang@stockwoods.ca>; Mortimer, Adam (MAG) <Adam.Mortimer@ontario.ca>; s.groeneveld@ontario.ca; nshelsen@goldblattpartners.com; sahnir@bennettjones.com; cgard@kpmg.ca; duncanlau@kpmg.ca; pvaneyk@kpmg.ca; Edward.park@justice.gc.ca

**Cc:** Anissimova, Alsou (JUD) <Alsou.Anissimova@ontario.ca>; Shulist, Amy (MAG) <Amy.Shulist@ontario.ca>; Fraser, June (MAG) <June.Fraser@ontario.ca>

**Subject:** Document from Court Registrar (MAR 28)

Good Afternoon,

Please see attached the signed Endorsement from His Honor, Mister Justice Osborne, released today Tuesday March 28, 2023.

**Kevin Bachew**

CCR / Assistant Coordinator  
 Ministry of the Attorney General  
 Civil Court Staffing Office  
 330 University Ave., 5th Fl.  
 Toronto, ON M5G 1R7  
 E. [kevin.bachew@ontario.ca](mailto:kevin.bachew@ontario.ca)

This is Exhibit "J" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

077



**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**COUNSEL SLIP/ENDORSEMENT**

**COURT FILE NO.:** CV-23-00693758-00CL      **DATE:** 28 April 2023

**Registrar:** Dawa Sangyal

**NO. ON LIST:** 1

**TITLE OF PROCEEDING:**      **ORIGINAL TRADERS ENERGY LTD et al**  
**BEFORE**      **JUSTICE OSBORNE**

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
Tamie Dolny, Samantha Hans	Original Traders Energy Ltd.	<a href="mailto:tdolny@airdberlis.com">tdolny@airdberlis.com</a> <a href="mailto:shans@airdberlis.com">shans@airdberlis.com</a>

**For Defendant, Respondent, Responding Party, Defence:**

Name of Person Appearing	Name of Party	Contact Info
Edward Park	Canada Revenue Agency	<a href="mailto:edward.park@jsutice.gc.ca">edward.park@jsutice.gc.ca</a>
Adam Mortimer, Steven Groeneveld	Ministry of Finance	<a href="mailto:adam.mortimer@ontario.ca">adam.mortimer@ontario.ca</a> <a href="mailto:s.groeneveld@ontario.ca">s.groeneveld@ontario.ca</a>
Jessica Orkin	Mandy Cox	<a href="mailto:jorkin@goldblattpartners.com">jorkin@goldblattpartners.com</a>

Name of Person Appearing	Name of Party	Contact Info
Jonathan Chen & Keeley Kinley	Glenn Page & 2658658 Ontario Inc.	<a href="mailto:jchen@litigate.com">jchen@litigate.com</a> <a href="mailto:kkinley@litigate.com">kkinley@litigate.com</a>
Raj Sahni	KPMG Inc., Court-appointed Monitor	<a href="mailto:sahnir@bennettjones.com">sahnir@bennettjones.com</a>
Jana Smith	Brian Page & 11222074 Canada Ltd	<a href="mailto:jsmith@gsnh.com">jsmith@gsnh.com</a>
Brendan MacArthur-Stevens, Christopher Keliher	AirSprint Inc.	<a href="mailto:brendan.macarthur-stevens@blakes.com">brendan.macarthur-stevens@blakes.com</a>

**ENDORSEMENT OF JUSTICE OSBORNE:**

1. The Applicants move for various relief today, including a stay extension through to August 4, 2023, approval of the Third Report of the Monitor and the activities described therein, an increase in the maximum aggregate amount of critical supplier payment authorization for pre-filing expenses to \$6,625,000, and an Information Order relating to the provision of certain information from a third party.
2. Defined terms in this Endorsement have the meaning given to them in the motion materials, the Third Report of the Monitor, and/or my earlier Endorsements made in this proceeding.
3. As a preliminary matter, certain of the principal Respondents have, since the last Court appearance in this matter, retained new counsel who practised with my former firm. This was disclosed to the Court by the Applicants on notice to all other parties. All parties confirmed their consent to this matter being returnable before me today.
4. At the outset of the hearing today, those Respondents represented by my former firm confirmed to that they were not opposing any of the relief sought. More importantly, I canvassed with all parties any potential issue, and there was no opposition from any party to my hearing the motions returnable today.
5. At the conclusion of the hearing, I canvassed with all counsel my suggestion that I would continue to manage this proceeding to maximize efficiency, but that if there were any substantive issue in respect of which those Respondents represented by my former firm were taking a contested position, the parties, preferably through the offices of the Court-appointed Monitor, should advise the Commercial List office well in advance, in order that appropriate steps could be taken, such as scheduling another judge of the Commercial List to deal with any matter or aspect of this matter as may be necessary.
6. With that preliminary matter addressed, I turn now to the merits of the relief being sought today. None of the relief sought by the Applicants is opposed, and it is supported and recommended by the Monitor.
7. Since I made the Initial Order, the OTE Group has continued business operations, largely in the ordinary course while, at the same time, investigations with respect to those matters addressed in the Initial Order in my Endorsement of the same date, remain ongoing.
8. With respect to the extension of the stay of proceedings which currently expires tomorrow, April 28, I am satisfied that an extension is appropriate as requested to August 4, 2023. This will afford a continuation of the stabilized environment within which the operations of the Applicants and the OTE Group can operate while the various ongoing issues continue to be addressed. The projected cash flows appended to the Third Report of the Monitor reflect that cash flow should afford the Applicants sufficient liquidity to continue operations through the proposed stay extension period.
9. The Applicants also seek today a Claims Procedure Order (“CPO”). I am satisfied that this is appropriate at this time. Continued progress in this restructuring requires a call for claims in order that the Applicants, assisted by the Monitor and for the benefit of all stakeholders, can understand the universe of claims and potential claims to be advanced.
10. The draft CPO contemplates a call for claims in four categories: pre-filing claims, restructuring period claims, pre-filing D&O claims and restructuring period D&O claims.
11. The CPO also contemplates a claims bar date of June 27, 2023 (or, for Restructuring Claims, 30 days after the Monitor sends a Claims Package ) and the appointment of claims officers, if required, on a motion by the OTE Group or the Monitor.

12. I am satisfied that the proposed CPO can and should be made here pursuant to section 11 of the CCAA. It very closely follows the procedure implemented by Justice McEwen in *Just Energy Group Inc.*, CV-21-00658423-00CL.
13. I observe with respect to the CPO that The Ministry of Finance reserves all rights to argue, if necessary, that the appeal process provided under the *Gas Tax Act* and the *Fuel Tax Act* must be followed in the event that a Notice of Assessment is disputed. The Monitor and the OTE Group reserve all rights to respond accordingly.
14. The CRA reserves all rights to argue, if necessary, that the appeal process provided under the *Income Tax Act (Canada)*, *Excise Tax Act (Canada)* and *Tax Court of Canada Act (Canada)* must be followed in the event that a Notice of Assessment is disputed. The Monitor and the OTE Group reserve all rights to respond accordingly.
15. I am also satisfied that the proposed information order ought to be made, to authorize and direct Airsprint to provide information requested by the Monitor or its counsel. I am satisfied that this information is important to enable the Monitor to understand the current financial position of the OTE Group for the benefit of stakeholders.
16. The increase in the maximum authorized amount for critical supplier payments is largely for fuel and tax, and is also appropriate here.
17. Finally, it is also appropriate to approve the Monitor's reports and activities: *Re Target Canada Co.*, 2015 ONSC 7574 and *Laurentian University of Sudbury*, 2022 ONSC 2927. This allows any concerns of stakeholders to be addressed and permit the Court an opportunity to consider whether the activities of the Monitor have been conducted in a prudent manner.
18. By way of housekeeping, affidavits referred to in paragraph 6 of the injunctive order dated March 15, 2023 (the "Injunctive Order") shall be delivered within 30 days of this endorsement, or such other date as the Mareva Respondents (as defined in the Injunctive Order), the OTE Group and the Monitor agree in writing.
19. For all of the above reasons, orders to go in the form signed by me today which are effective immediately and without the necessity of issuing and entering.

Oleew, J.

This is Exhibit "K" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway", written in a cursive style.

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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

July 5, 2023

Monique J. Jilesen  
Direct line: (416) 865-2926  
Email: [mjilesen@litigate.com](mailto:mjilesen@litigate.com)

**VIA EMAIL**

Steven L. Graff ([sgraff@airdberlis.com](mailto:sgraff@airdberlis.com))  
Aird & Berlis LLP  
Brookfield Place, 181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

Raj S. Sahni ([sahnir@bennettjones.com](mailto:sahnir@bennettjones.com))  
Bennett Jones LLP  
3400 One First Canadian Place  
Toronto, ON M5X 1A4

Dear Counsel:

**RE: In the Matter of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended and in the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc.  
Court File No.: CV-23-00693758-00CL**

As you know, we represent Glenn Page and 2658658 Ontario Inc. and Goldblatt Partners LLP represents Mandy Cox. Glenn Page, 2658658 Ontario Inc. and Mandy Cox are referred to below as the "Mareva Respondents". With the consent of counsel for Ms. Cox, this letter is provided on behalf of the Mareva Respondents.

We write with respect to the motion currently scheduled in the above-noted matter for July 17, 2017 before Justice McEwen at 11:00 a.m. At that motion, we understand that the OTE Group will be seeking, among other relief, an order for the approval of a sale process for the subject yacht and a continuation of the Injunctive Order as modified by the March 28, 2023 and April 28, 2023 Endorsements.

The Mareva Respondents' position on that motion will be in part that the Injunctive Order is no longer necessary. As you know from our discussions over the last few months, the Mareva Respondents consent to a preservation of and sale of the yacht, provided that the sales process is managed by an experienced boat broker and handled in a commercially reasonable manner, and the determination of the proceeds of the sale is reserved to a later date. In these circumstances, there is no need to continue the Injunctive Order. The yacht will be preserved and no risk of dissipation exists.

We believe it is beneficial and economical to all parties to resolve this motion on a consent basis. Should the OTE Group maintain its relief for a continuation of the Injunctive Order despite our clients' position set out above, we intend to rely on this letter at the return of the motion on July 17, 2023.

We would be pleased to discuss the above at a mutually convenient time.

Yours truly,

A handwritten signature in black ink, appearing to read 'Monique Jilesen', with a stylized, cursive script.

Monique Jilesen

cc: Jonathan Chen, Keely Kinley, *Lenczner Slaght LLP*  
Jessica Orkin, Natai Shelsen, *Goldblatt Partners LLP*

This is Exhibit "L" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway", written in a cursive style.

---

*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

084



Martin J. Henderson  
Direct: 416.865.7725  
E-mail: mhenderson@airdberlis.com

July 7, 2023

**BY EMAIL**

Monique Jilesen (mjilesen@litigate.com)  
Lenczner Slaght LLP  
130 Adelaide St W  
Suite 2600  
Toronto ON M5HG 3P5

- and -

Jessica Orkin (jorkin@goldblattpartners.com)  
Goldblatt Partners LLP  
20 Dundas Street W  
Suite 1039  
Toronto ON M5G 2C2

Dear Ms. Jilesen and Ms. Orkin:

**Re: In the Matter of the Compromise or Arrangement of Original Traders Energy Ltd.  
and 2496750 Ontario Inc. - Court File No. CV-23-00693758-00  
[DM-LSDOCS.FID1022184]**

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I am in receipt of your letter dated July 5, 2023, and thank you for same.

The parties' without prejudice discussions did not conclude in an agreement on terms modifying the Mareva injunction order. Accordingly, OTE's motion returnable on July 17, 2023, will deal only with the non-controversial matters of a second stay extension order, approval of the Monitor's next report, insurance, the usual generic terms, and the scheduling of a half-day hearing to deal with the remaining issues. The Monitor may seek any further directions as it deems appropriate as Court officer.

The Mareva respondents are required by paragraph 6 of the Injunctive Order, dated March 15, 2023, to provide to OTE and the Monitor, within 30 business days of service of that Order, a sworn statement explaining where all funds used to purchase the vessel and components described in Schedule "A" originated from.

July 7, 2023  
Page 2

OTE and the Monitor have agreed to grant your clients two extensions, and that sworn statement is now due to be delivered on July 18, 2023. They have had more than enough time to comply with their obligations in that regard.

Yours truly,  
AIRD & BERLIS LLP



Martin J. Henderson  
Partner

- c. Steven Graff
- Tamie Dolny
- Samantha Hans
- Raj Sahni
- Thomas Gray
- Jonathan Chen

This is Exhibit "M" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

087



ONTARIO SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-23-00693758-00CL HEARING DATE: JULY 17, 2023 19 July 2023

NO. ON LIST: 2

TITLE OF PROCEEDING: Original Traders Energy Ltd. et al.

BEFORE JUSTICE: KIMMEL

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
Tamie Dolny	Lawyers for the Applicants	tdolny@airdberlis.com
Samantha Hans		shans@airdberlis.com
Martin Henderson		mhenderson@airdberlis.com
Steven Graff		sgraff@airdberlis.com

**For Defendant, Respondent, Responding Party, Defence:**

Name of Person Appearing	Name of Party	Contact Info
Massimo (Max) Starnino	Counsel for OTE USA LLC	max.starnino@paliareroland.com
Joseph Berger		joseph.berger@paliareroland.com

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
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Keely Kinley		kkinley@litigate.com
Christopher Keliher	Lawyers for AirSprint Inc.	christopher.keliher@blakes.com
Brendan MacArthur-Stevens		brendan.macarthurstevens@ blakes.com
Raj S. Sahni	Counsel for the Monitor	sahnir@bennettjones.com

Thomas Gray		grayt@bennettjones.com
Jana Smith	Lawyers for Brian Page and 11222074 Canada Ltd.	jsmith@gsnh.com
Natai Shelsen	Lawyers for Mandy Cox, 2745384 Ontario Inc., Alderville Gas Ltd., Kellie Hodgins, Gen 7 Brands International Inc., Oneida Gen7 LP, French River Gen7 LP, Rankin Gen7 LP, Jocko Point Gen7 LP, Curve Lake Gen7 LP, Sarnia Gen 7 LP, Walpole Gen7 LP, Roseneath Gen7 LP	<a href="mailto:nshelsen@goldblattpartners.com">nshelsen@goldblattpartners.com</a>
Steven Groeneveld	Counsel for the Ministry of Finance	Steven.Groeneveld@ontario.ca
Adam Mortimer	Counsel for the Ministry of Attorney General	adam.mortimer@ontario.ca

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**ENDORSEMENT OF JUSTICE KIMMEL:**

1. On or about January 30, 2023, Original Traders Energy Ltd. ("OTE GP") and 2496750 Ontario Inc. ("249" and with OTE GP, the "Applicants") obtained an initial order (the "Initial Order") before the Ontario Superior Court of Justice (Commercial List) (the "Court") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") granting the Applicants protection under the CCAA and other related relief, with a view to allowing the Applicants an opportunity to restructure its business and affairs. The Applicants' CCAA proceedings are referred to herein as the "CCAA Proceedings").
2. While OTE Logistics LP ("OTE Logistics") and Original Traders Energy LP ("OTE LP") are not Applicants in this proceeding, relief was extended to both OTE Logistics and OTE LP (together, the "Limited Partnerships"), which are related to and carry on operations that are integral to the business of the Applicants. The OTE Group includes both the Applicants and the Limited Partnerships.
3. The Initial Order also appointed KPMG Inc. as the CCAA monitor in these CCAA Proceedings (in such capacity, the "Monitor").
4. On or about February 9, 2023, the Court issued an amended and restated initial order (the "ARIO") under the CCAA which, inter alia, expanded certain charges and extended the Stay Period (as defined in the Initial Order) to April 28, 2023.

5. On April 28, 2023 the Honourable Justice Osborne granted an Order extending the stay of proceedings to August 4, 2023 and an Order authorizing and directing the Monitor to carry out the claims process as described therein (separately, the "Stay Extension Order" and the "Claims Procedure Order").
6. In the interim, on March 15, 2023, this Court issued an injunction (the "Injunction Order") which, inter alia, restrained Glenn Page ("Page"), Mandy Cox ("Cox") and 26586558 Ontario Inc. ("265", a corporation that Page controls with Cox, his spouse, who is also a former employee of the OTE Group) from selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with a seventy-foot yacht from the Italian ship builder Azimut Benetti, named "Cuz We Can", more particularly described at Schedule "A" to the Injunction Order (the "Italian Yacht").
7. On July 11, 2023, counsel to the Mareva Respondents served motion record (the "Mareva Respondents' Record") seeking relief for: (i) an Order setting aside the Injunction Order; or, (ii) in the alternative, an extension of the deadline to file sworn statements in accordance with the Injunction Order.
8. Various other orders have also been obtained, and Chapter 15 proceedings under the US Bankruptcy Code have been commenced, over the intervening months since the Initial Order was granted.
9. The OTE Group presently seeks orders:
  - a. further extending the Stay (the "Second Stay Extension Order");
  - b. approving the Fourth Report of the Monitor and the activities set out therein (the "Fourth Report");
  - c. authorizing and directing the addition of OTE GP as a loss payee on the current Insurance Policy (as defined in the Sixth Hill Affidavit) for the Italian Yacht; and
10. The OTE Group also seeks scheduling assistance from to deal with, inter alia, issues arising from the Injunction Order and the Mareva Respondents' Record.
11. The immediate relief sought was for the most part on consent, subject to the court relieving the Mareva Respondents of their obligations under paragraphs 6 and 7 of the Mareva Order pending the return of their motion setting aside the Injunction Order.
12. After some discussion and upon the guidance and direction of the court, the proposed orders arising out of this attendance have been revised and are no longer opposed. All parties recognize that there is some urgency to selling the Yacht as there may be a problem obtaining insurance for it when the current insurance expires in August (whereas it is expected that the Yacht can be insured by the broker who is engaged to sell it under the proposed sale process).
13. The Stay Extension Order and the revised Yacht Sales Process and AirSprint Proceeds Order, both dated July 17, 2023, may issue in the forms signed by me today.
14. The Mareva Respondents Motion to set aside the Injunction Order has been scheduled for a full day on October 4, 2023. Counsel shall agree upon a timetable for the pre-hearing steps for that motion that ensures that all material (including a reply factum of up to five pages double spaced if deemed appropriate) to have been delivered and uploaded into the appropriate bundle in CaseLines by no later than Friday September 29, 2023. The obligations of the Mareva Respondents under paragraphs 6 and 7 of the Injunction Order shall be revisited at the return of their motion if the Injunction Order is not being set aside.
15. OTE USA may request a 9:30 scheduling appointment in respect of its intended motion after it has served its motion record.
16. This endorsement and the orders and directions contained in it shall have the immediate effect of a court order without the necessity of a formal order being taken out.



KIMMEL J.  
July 19, 2023

This is Exhibit "N" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE	)	MONDAY, THE 17 <sup>TH</sup>
	)	
JUSTICE KIMMEL	)	DAY OF JULY, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD.**  
AND **2496750 ONTARIO INC.** (each, an "**Applicant**" and  
collectively, the "**Applicants**")

**ORDER RE: YACHT SALE PROCESS  
AND AIRSPRINT PROCEEDS**

**THIS MOTION**, made by the Applicants, Original Traders Energy LP, and OTE Logistics LP (collectively, the "**OTE Group**") for an order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and the Monitor's request for directions in connection therewith, were heard this day by judicial videoconference via Zoom in Toronto, Ontario.

**WHEREAS** on March 15, 2023, this Court heard a motion by the OTE Group (the "**Mareva Injunction Motion**") that was attended and contested by Glenn Page, Mandy Cox and 2658658 Ontario Inc. (the "**Mareva Respondents**").

**WHEREAS** this Court issued an interim Order in respect of the Mareva Injunction Motion in the form of a *Mareva* injunction (the "**Injunctive Order**") restraining the Mareva Respondents from selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the assets identified at Schedule "A" to the Injunctive Order and to this Order (the

"**Italian Yacht**"), and certain other relief against third parties who may be in possession of or have records relating to the Italian Yacht.

**AND WHEREAS** at the return of the Injunctive Order on March 28, 2023, this Court directed, by way of the Endorsement of Justice Osborne (the "**March 28, 2023 Endorsement**"), that the Mareva Respondents provide additional information to KPMG Inc. as Court-appointed monitor (the "**Monitor**") relating to the Italian Yacht, including the insurance policy on the Italian Yacht, and further directed that once that information has been provided, the Italian Yacht will be moved to the marina at Hollywood, Florida and will remain there unmoved until further Order of this Court.

**AND WHEREAS** on April 28, 2023, this Court further directed by way of the Endorsement of Justice Osborne (the "**April 28, 2023 Endorsement**") that, inter alia, the affidavits referred to in paragraph 6 of the Injunctive Order shall be delivered within 30 days of the April 28, 2023 Endorsement, or such other date as the Mareva Respondents, the OTE Group and the Monitor agree in writing.

**AND WHEREAS** in accordance with the April 28, 2023 Endorsement, the Mareva Respondents, the OTE Group and the Monitor have agreed in writing to further extend the delivery of affidavits referred to in paragraph 6 of the Injunctive Order to July 18, 2023.

**AND WHEREAS** on April 27, 2023, this Court issued an Order (the "**AirSprint Order**") that, inter alia, authorized and directed AirSprint Inc. ("**AirSprint**") to provide to the Monitor or its counsel any requested information relating to the OTE Group, the OTE Group Affiliates (as defined in the AirSprint Order) or any third party owned, controlled by, or otherwise related to the OTE Group Affiliates, and AirSprint holds certain interests in aircraft and the proceeds from the sale thereof in which the OTE Group claims an interest.

**AND WHEREAS** in the fourth report of the Monitor dated July 12, 2023 (the "**Fourth Report**"), the Monitor sought directions of this Court to commence a sale process in respect of the Italian Yacht through a Boat Broker (as defined below) and sought directions to for an Order requiring AirSprint to pay over to the Monitor in trust all funds currently held by AirSprint

**ON READING** the affidavit of Scott Hill sworn July 10, 2023 and the Exhibits thereto, the Fourth Report, and on hearing the submissions of counsel for the OTE Group, counsel for the Monitor, counsel for the Mareva Respondents along with all additional parties in attendance and represented per the counsel slip, and upon being advised of the consent of the OTE Group, the Mareva Respondents and AirSpring, and that no other party opposes this order,

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Motion Record of the OTE Group dated July 10, 2023 and the Fourth Report herein is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

## **DEFINED TERMS**

2. **THIS COURT ORDERS** that capitalized terms used within this Order shall have the meanings ascribed to them in the Fourth Report, as applicable, if they are not otherwise defined herein.

## **YACHT SALE PROCESS**

3. **THIS COURT ORDERS** that the Italian Yacht shall be sold as soon as practicable pursuant to the following process:

- (a) Within 5 business days of the date of this Order, the Monitor shall select one or more boat dealers or brokers (the "**Boat Broker**") in Florida to market the Italian Yacht for sale in a prudent and commercially reasonable manner based upon the Boat Broker's experience and advice. The Monitor shall inform the OTE Group and the Mareva Respondents, including the related companies of the Mareva Respondents, GPMC Holdings International Inc. and CWC International Inc. (the "**Related Companies**") (together, the "**Affected Parties**") of its selection and provide the Affected Parties with a summary of the information relied upon to select the Boat Broker (the "**Broker Information**"). All notices and information to be provided to the Affected Parties pursuant to this Yacht Sale Process shall be delivered via email to (i) Aird & Berlis LLP on behalf of the OTE Group, and (ii) Lenczner Slaght LLP and Goldblatt Partners LLP on behalf of the Mareva

Respondents and the Related Companies. Such notices and information shall be deemed to have been delivered effective as at the time and date shown as sent by the Monitor or its counsel's email account.

- (b) The Monitor shall use commercially reasonable judgement in selecting the Boat Broker, and shall consider, among other things, the Boat Broker's experience, commissions charged, and whether the Boat Broker will agree to pay the costs associated with moving, insuring, maintaining and storing the Italian Yacht until it is sold (the "**Interim Costs**").
- (c) Once the Monitor has informed the Affected Parties of its selection and provided them with the Broker Information, the Affected Parties shall be provided 5 business days to object to the Monitor's selection by informing the Monitor and other Affected Parties of the objection and reasons therefor. Should the Monitor and the Affected Parties be unable to resolve the objection in a timely manner, the Monitor or any Affected Party may schedule a case conference before this Court on three days' notice.
- (d) If the Monitor has been informed that there are no objections from the Affected Parties, or if the Monitor has not been informed of any objections more than 5 business days after informing the Affected Parties of its selection of the Boat Broker, the Monitor shall inform the Boat Broker of its selection.
- (e) Forthwith following the selection of the Boat Broker, Glenn Page will direct that the Italian Yacht be moved from its current location at Hollywood Marina to the Boat Broker's marina or another marina in Florida agreed upon by the OTE Group, the Monitor, and the Mareva Respondents, where the Italian Yacht shall remain until it is sold or this Court orders otherwise.
- (f) In the event that the contract with the Boat Broker does not include payment of some or all of the Interim Costs, the costs shall be paid by Glenn Page.

- (g) The payor of the Interim Costs shall be entitled to reimbursement of such costs supported with receipts (the "**Reimbursable Costs**") out of the proceeds of sale after payment of the Boat Broker's commission.
- (h) The Boat Broker shall report to the Monitor and the Affected Parties on the status of the marketing and sale process for the Italian Yacht as necessary and no less than once every 14 days. The Boat Broker shall promptly disclose any offer received in respect of the Italian Yacht to the Monitor and the Affected Parties.
- (i) The Monitor, in consultation with the Boat Broker and using commercially reasonable judgement, shall decide whether to proceed with a sale of the Italian Yacht pursuant to any offer received, and shall provide the Affected Parties with notice of its intention to proceed with a sale and the sale agreement or offer relating to the proposed sale transaction (the "**Proposed Sale Agreement**").
- (j) Once the Monitor provides the Affected Parties with notice of its intention to proceed with a sale and the Proposed Sale Agreement, the Affected Parties shall be provided 5 business days to object to the Monitor's proposed sale by informing the Monitor and other Affected Parties of the objection. Should the Monitor and the Affected Parties be unable to resolve the objection in a timely manner, the Monitor or any Affected Party may bring a motion on the Commercial List of the Ontario Superior of Justice on 24-hours' notice to seek approval of any offer received in respect of the Italian Yacht.
- (k) If the Monitor and the Affected Parties agree in writing on a proposed sale, or if the Monitor has not been informed of any objections more than 5 business days after informing the Affected Parties, the sale may proceed without further Court approval, and the Mareva Respondents shall promptly ensure that all necessary documents are executed to accept the offer.
- (l) Copies of the insurance policy for the Italian Yacht and any replacement insurance to take effect upon the expiry of the insurance policy in existence at the date of this

Order (collectively, the "**Insurance Policy**") shall be provided by the Mareva Respondents forthwith to the OTE Group and the Monitor.

- (m) The net proceeds from the sale of the Italian Yacht, after payment of the Boat Broker's commission and the Reimbursable Costs, shall be paid to and held by the Monitor in trust pending judicial determination of the claims, liens, and entitlements to such proceeds as between the OTE Group entities, the Monitor, the Mareva Respondents, and the Related Companies or any of them.

#### **AIRSPRINT PROCEEDS**

4. **THIS COURT ORDERS** that the \$5,482,779.85 and any accrued interest thereon that is currently being held in trust by AirSprint on account of net proceeds and receipts from the sale of property including aircraft interests that were purchased or financed from funds sent to AirSprint by any OTE Group entity or affiliate thereof shall forthwith be remitted to the Monitor, to be held by the Monitor in trust pending judicial determination of the claims and entitlements to such proceeds as between the OTE Group entities and the Mareva Respondents or any of them.

5. **THIS COURT ORDERS** that the payment by AirSprint to the Monitor of the \$5,482,779.85 that is currently being held in trust by AirSprint and any accrued interest thereon is without prejudice to: (i) the rights of Monitor and the OTE Group right to seek payment from AirSprint of any other or further monies or property or proceeds to which any entity of the OTE Group may claim an interest in, including without limitation in connection with the sale or use of any aircraft or fractional ownership, leases or other interests therein paid for or financed with funds from any OTE Group entity or affiliate thereof (the "**OTE Claimed AirSprint Property**"); and (ii) the rights of AirSprint to defend against any such claims made by the OTE Group or the Monitor in respect of any other or further amounts.

6. **THIS COURT ORDERS** that AirSprint shall not sell, encumber or dispose of any further OTE Claimed AirSprint Property without five business days' notice to the Monitor.

**DETERMINATION OF ENTITLEMENT TO PROCEEDS**

7. **THIS COURT ORDERS** that after the sale of the Italian Yacht, the Monitor, in consultation with counsel for the Mareva Respondents and the OTE Group, shall schedule a case conference before this Court to seek directions regarding subsequent steps relating to the determination of the rights, interests, encumbrances, liens and entitlements of any of the OTE Group entities, the Monitor, and any of the Mareva Respondents or the Related Companies, in and to the proceeds of the Italian Yacht and the OTE Claimed AirSprint Property.

**GENERAL**

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or any other jurisdiction, to give effect to this Order and to assist the OTE Group, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the OTE Group and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the OTE Group and the Monitor and their respective agents in carrying out the terms of this Order.

9. **THIS COURT ORDERS** that the Monitor and the OTE Group are each authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition and/or enforcement of the Initial Order dated January 30, 2023, the Amended and Restated Initial Order dated February 9, 2023, the Injunctive Order dated March 15, 2023, the present order and any further orders issued in these proceedings, and for assistance in carrying out the terms and/or intent of all such orders. Without limiting the foregoing, the Monitor and the Applicants are each authorized and empowered to apply: (i) to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the United States' Bankruptcy Code; (ii) to Florida State and/or Federal Courts in connection with any dispute between any of the OTE Group and the Mareva Respondents; and (iii) to obtain relief in connection with the assets listed on Schedule "A" to this Order.

10. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order without the need for entry or filing.



Digitally signed by Jessica  
Kimmel  
Date: 2023.07.19 15:22:42  
-04'00'

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**SCHEDULE "A"****ASSETS:****COLLATERAL DESCRIPTION**

2022	AZIMUT	S7	XAXS7047F122	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060472	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060504	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060470	MV

**COMMON DESCRIPTION**

Motor Vehicle / Boat under name "CUZ WE CAN", and all ENGINES, TACKLES, FURNITURE and APPAREL, also may be named as "HOME SOUTH", or any other name that Motor Vehicle / Boat may be changed or assigned under VIN XAXS7047F122, formerly registered under Canada Official Number 844825

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED  
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND  
2496750 ONTARIO INC.

Court File No. CV-23-00693758-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**ORDER  
(Yacht Sale Process & OTE Claimed AirSprint  
Property)**

**BENNETT JONES LLP**  
One First Canadian Place  
Suite 3400, P.O. Box 130  
Toronto, ON M5X 1A4

**Raj Sahni** (LSO# 42942U)  
Email: SahniR@bennettjones.com  
Tel: (416) 777-4804

**Thomas Gray** (LSO# 82473H)  
Email: GrayT@bennettjones.com  
Tel: (416) 777-7924

Lawyers for the Monitor

This is Exhibit "O" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway", written in a cursive style.

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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE	)	MONDAY, THE 17 <sup>TH</sup>
	)	
JUSTICE KIMMEL	)	DAY OF JULY, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD.  
AND 2496750 ONTARIO INC.** (each, an “**Applicant**” and  
collectively, the “**Applicants**”)

**STAY EXTENSION ORDER**

**THIS MOTION**, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an order amending and restating the Initial Order (the “**Initial Order**”) dated January 30, 2023 was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

**WHEREAS** on March 15, 2023, this Court issued an interim Order in the form of a *Mareva* injunction (the “**Injunctive Order**”) restraining Glenn Page, Mandy Cox and 2658658 Ontario Inc. (the “**Mareva Respondents**”), from selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the assets identified at Schedule “A” to the Injunctive Order and to this Order (the “**Yacht**”), and certain other relief against third parties who may be in possession of or have records relating to the Yacht.

**ON READING** the Notice of Motion of the Applicants, the Fourth Report (the “**Fourth Report**”) of KPMG Inc. in its capacity as Court-appointed monitor (the “**Monitor**”), and on hearing the submissions of counsel for the Applicants, OTE Logistics LP and Original Traders Energy LP (collectively, the “**OTE Group**”), counsel for the Monitor and such other counsel who were present as stated on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of Samantha Hans sworn July 11, 2023 and filed:

**SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

**STAY EXTENSION**

2. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 16 of the Initial Order) is hereby extended until and including November 3, 2023.

**APPROVAL OF MONITOR'S REPORT**

3. **THIS COURT ORDERS** that all of the activities and conduct of the Monitor prior to the date hereof in relation to the OTE Group and these CCAA proceedings are hereby ratified and approved.

4. **THIS COURT ORDERS** that the Fourth Report be and is hereby approved.

5. **THIS COURT ORDERS** that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approvals set forth in paragraphs 3 and 4 of this Order.

**INSURANCE POLICY**

6. **THIS COURT ORDERS** that the Mareva Respondents take the necessary steps to ensure that Original Traders Energy Ltd. ("**OTE Ltd.**") is added as a loss payee on the current insurance policy for the Yacht.

7. **THIS COURT ORDERS** that any additional cost or premium incurred by adding OTE Ltd. as a loss payee on the current insurance policy for the Yacht shall be at the sole expense of OTE Ltd.

**GENERAL**

8. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the OTE Group, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the OTE Group and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the OTE Group and the Monitor and their respective agents in carrying out the terms of this Order.

10. **THIS COURT ORDERS** that this Order is effective from today's date as of 12:01 a.m. Eastern Standard/Daylight Time and is enforceable without the need for entry or filing.



Digitally signed by  
Jessica Kimmel  
Date: 2023.07.19  
15:23:42 -04'00'

**SCHEDULE "A"****Assets:****COLLATERAL DESCRIPTION**

2022	AZIMUT	S7	XAXS7047F122	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060472	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060504	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060470	MV

**COMMON DESCRIPTION**

Motor Vehicle / Boat under name "CUZ WE CAN", and all ENGINES, TACKLES, FURNITURE and APPAREL, also may be named as "HOME SOUTH", or any other name that Motor Vehicle / Boat may be changed or assigned under VIN XAXS7047F122, formerly registered under Canada Official Number 844825

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED  
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. and 2496750 ONTARIO  
INC.

Court File No. CV-23-00693758-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceedings commenced at Toronto**

**SECOND STAY EXTENSION ORDER**

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Steven Graff (LSO#: 31871V)**  
**Martin Henderson (LSO#: 24986L)**  
**Tamie Dolny (LSO#: 77958U)**  
**Samantha Hans (LSO#: 84737H)**

*Lawyers for the OTE Group*

This is Exhibit "P" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway". The signature is written in a cursive style with a large initial "B".

---

*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

**Lauren Nixon**

---

**From:** Monique Jilesen  
**Sent:** July 31, 2023 3:03 PM  
**To:** 'Raj Sahni'; Jonathan Chen; Keely Kinley; Jessica Orkin; Natai Shelsen; Steve Graff; mhenderson@airdberlis.com; Tamie Dolny  
**Cc:** Paul van Eyk (pvaneyk@kpmg.ca); Lau, Duncan; Gard, Chris; Jim Patterson; Thomas Gray  
**Subject:** RE: In the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc. - Court File No. CV-23-00693758-00 [DM-LSDOCS.FID1022184]

Hi Raj –

We will await the Monitor's final recommendation before making any formal objection.

That being said, we would ask/recommend that the Monitor follow up/press Denison and Atlantic with respect to the insurance issue. We don't understand why those brokers would not be able to insure the boat under their general policy.

I believe Jon also recommended that you approach [Marine Max](#). I understand that they are a dealer for Azimut and therefore would be well placed to market this boat. Can you please advise whether the Monitor has approached Marine Max and what the result was?

Finally, Mr. Page is in the process of trying to place insurance on the boat. We will update you asap on those efforts.

Thanks

Monique

---

**From:** Raj Sahni <SahniR@bennettjones.com>  
**Sent:** Thursday, July 27, 2023 8:25 PM  
**To:** Jonathan Chen <jchen@litigate.com>; Monique Jilesen <mjilesen@litigate.com>; Keely Kinley <kkinley@litigate.com>; Jessica Orkin <jorkin@goldblattpartners.com>; Natai Shelsen <nshelsen@goldblattpartners.com>; Steve Graff <sgraff@airdberlis.com>; mhenderson@airdberlis.com; Tamie Dolny <tdolny@airdberlis.com>  
**Cc:** Paul van Eyk (pvaneyk@kpmg.ca) <pvaneyk@kpmg.ca>; Lau, Duncan <duncanlau@kpmg.ca>; Gard, Chris <cgard@kpmg.ca>; Jim Patterson <PattersonJ@bennettjones.com>; Thomas Gray <GrayT@bennettjones.com>  
**Subject:** RE: In the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc. - Court File No. CV-23-00693758-00 [DM-LSDOCS.FID1022184]

**EXTERNAL MESSAGE**

All,

In accordance with the Yacht Sale Process Order issued by the Court on July 17/23, we are writing to provide you with an update regarding the Monitor's efforts to select a Boat Broker to market the Italian Yacht (the "Yacht") for sale. The Monitor has been in discussions with three Boat Brokers: (i) 26 North Yachts, (ii) Denison Yacht Sales, and (iii) Atlantic Yacht and Ship. All three have provided proposals of their services and costs to sell the Yacht, along with various ranges of estimated proceeds. Attached is a summary of those proposals.

This is Exhibit "Q" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

**Lauren Nixon**

**From:** Raj Sahni <SahniR@bennettjones.com>  
**Sent:** August 21, 2023 7:34 PM  
**To:** Monique Jilesen; Jonathan Chen; Natai Shelsen; Jessica Orkin; Keely Kinley; Gard, Chris; Steve Graff; mhenderson@airdberlis.com; Tamie Dolny  
**Cc:** Paul van Eyk (pvaneyk@kpmg.ca); Lau, Duncan; Lomax, Broderick; Jim Patterson; Thomas Gray  
**Subject:** RE: Yacht Sale Process and Insurance

**EXTERNAL MESSAGE**

Counsel, further to my previous note, the Monitor has now confirmed with MarineMax's recommended insurance broker that they can provide insurance on the Italian Yacht during the sale process on the basis noted below.

Accordingly, the Monitor confirms its recommendation of MarineMax as the Boat Broker in accordance with the Yacht Sale Process Order.

**Raj Sahni**

*Partner\**, Bennett Jones LLP

\*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4

T. [416 777 4804](tel:4167774804) | F. [416 863 1716](tel:4168631716) | M. [416 618 4804](tel:4166184804)

E. [sahnir@bennettjones.com](mailto:sahnir@bennettjones.com)

[BennettJones.com](http://BennettJones.com)

---

**From:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>  
**Date:** Thursday, Aug 17, 2023 at 5:31 PM  
**To:** Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@litigate.com)>, Jonathan Chen <[jchen@litigate.com](mailto:jchen@litigate.com)>, Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>, Jessica Orkin <[jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)>, Keely Kinley <[kkinley@litigate.com](mailto:kkinley@litigate.com)>, Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>, Steve Graff <[sgraff@airdberlis.com](mailto:sgraff@airdberlis.com)>, mhenderson@airdberlis.com <[mhenderson@airdberlis.com](mailto:mhenderson@airdberlis.com)>, Tamie Dolny <[tdolny@airdberlis.com](mailto:tdolny@airdberlis.com)>  
**Cc:** Paul van Eyk (pvaneyk@kpmg.ca) <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>, Lau, Duncan <[duncanlau@kpmg.ca](mailto:duncanlau@kpmg.ca)>, Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>, Jim Patterson <[PattersonJ@bennettjones.com](mailto:PattersonJ@bennettjones.com)>, Thomas Gray <[GrayT@bennettjones.com](mailto:GrayT@bennettjones.com)>  
**Subject:** Yacht Sale Process and Insurance

Counsel,

Attached please find the summary of proposals received from four boat brokers contacted by the Monitor. The main outstanding issue in selecting a broker has been arrangement of insurance. While counsel for Mr. Page provided a certificate of insurance (attached for reference) earlier this week from the Beacon Insurance Company ("**Beacon**"), that insurance certificate is not satisfactory for several reasons: (i) it is from an insurance company unknown to the Monitor and situated in Trinidad and Tobago rather than a known marine insurer in the United States where the Italian Yacht is located or Canada where the CCAA proceeding is ongoing; (ii) the insurance certificate does not name Original Traders Energy Ltd. ("**OTE**") or any of the other OTE Group entities as a co-insured or loss payee; (iii) the Description in s. 6 of the Insurance Certificate indicates that it applies "at ports or places COASTAL

WATERS OF THE CARIBBEAN" and does not indicate that the insurance protects against loss or damage to the Italian Yacht while it is in the United States, where it is currently situated.

Based upon the above, the Monitor is not satisfied that the insurance certificate from Beacon adequately insures the risk of loss or provides valid and enforceable insurance coverage that protects the OTE Group against potential loss or damage to the Italian Yacht.

Regarding the sale process, the Monitor understands that the Mareva Respondents would prefer to have MarineMax act as the Boat Broker (as defined in paragraph 3(a) of the July 17, 2023 Order Re: Yacht Sale Process and AirSprint Proceeds (the "**Yacht Sale Process Order**") (attached for reference), as MarineMax is an Azimut dealer. To that end, the Monitor has been working with MarineMax to obtain a proposal and help arrange insurance for the Italian Yacht during the sale process. The Monitor has spoken with an insurance broker recommended by MarineMax and understands that insurance coverage can be arranged at a cost of approximately \$4,600 per month. OTE is prepared to pay these insurance premiums on the basis that they will constitute Reimbursable Costs pursuant to the Yacht Sale Process Order and OTE will be compensated out of the proceeds of sale after payment of the Boat Broker's commission. The insurance will be arranged such that proceeds paid for any loss of or damage to the Italian Yacht during the sale process will be paid to the Monitor in trust and treated as net proceeds in accordance with paragraph 3(m) of the Yacht Sale Process Order.

Based upon the foregoing terms and conditional upon the Monitor being able to arrange insurance as noted above, the Monitor is recommending MarineMax as the Boat Broker in accordance with the Yacht Sale Process Order. In the event that insurance coverage cannot be arranged and certificated through MarineMax's broker as set out above, the Monitor reserves the right to select an alternate Boat Broker who can provide insurance.

The Monitor will send further confirmation once insurance coverage has been arranged.

Thank you



**Raj Sahni**

*Partner\**, Bennett Jones LLP

\*Denotes Professional Corporation

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This is Exhibit "R" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway". The signature is written in a cursive, flowing style.

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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

Court File No. CV-23-00693758-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

IN THE MATTER OF THE COMPANIES CREDITORS ARRANGEMENT ACT, R.S.C.  
1985,  
C. C-36 AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ORIGINAL  
TRADERS ENERGY LTD.** and **2496750 ONTARIO INC.**

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# TAB 1

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

IN THE MATTER OF THE COMPANIES CREDITORS ARRANGEMENT ACT, R.S.C.  
1985,  
C. C-36 AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ORIGINAL  
TRADERS ENERGY LTD.** and **2496750 ONTARIO INC.**

Applicants

**NOTICE OF MOTION  
(production of documents)  
(returnable on a date to be set)**

OTE USA LLC (“OTE USA”), a creditor, will make a motion to a judge of the Commercial List on a date and at a time to be set at the hearing scheduled for July 17, 2023 at 12:00 p.m., or as soon after that time as the court may direct.

**PROPOSED METHOD OF HEARING:** The motion will be heard as directed by the court at the time of scheduling.

**THE MOTION IS FOR:**

1. An order:
  - a. directing the Monitor in these proceedings to establish a data-room accessible to OTE USA, and others if appropriate, subject to the implied undertaking rule, and on such additional terms as the relevant parties may agree or this court may

direct; and;

- b. directing the Monitor, Original Traders Energy LP (“**OTE LP**”) and Original Traders Energy Ltd as General Partner of OTE LP, and other custodians of documents to be identified, to populate the data room with the documents responding to a document production protocol as agreed by the parties or ordered by this court, for the purposes of, among other things, adducing evidence in respect of the wrongful conduct by Scott Hill and Miles Hill (the “**Hills**”) or persons or entities affiliated with them (the “**Hill Group**”), and accounting for the wrongful use or receipt of funds, payment or benefits to Scott Hill, Miles Hill or persons or entities affiliated with them, in respect of the Applicants;
3. Such further and other relief as this Honourable Court may deem just.

**THE GROUNDS FOR THE MOTION ARE:**

*BACKGROUND*

1. OTE USA is a company incorporated pursuant to the laws of Michigan, that is controlled by Glenn Page and Brian Page, that supplied fuel to Original Traders Energy LP.
2. On January 30, 2023, Justice Osborne granted an initial order (the “**Initial Order**”) which, among other things, provided protection to the OTE Group under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36. KPMG was appointed the Monitor and was granted expanded investigatory powers. On February 9, 2023, Justice Osborne granted an Amended and Restated Initial Order.
3. On April 27, 2023, the OTE Group obtained a Claims Procedure Order for the

identification and quantification of claims against the OTE Group and its directors and officers, with a bar date of June 27, 2023.

4. On June 27, 2023, OTE USA filed a claim with the Monitor in respect of outstanding invoices relating to the supply of fuel to Original Traders Energy LP.
5. The OTE Group, under the control of Miles Hill and Scott Hill, has raised questions with respect to the propriety of the conduct of and/or payments made to Glenn Page and Brian Page.
6. Questions also exist with respect to the propriety of the conduct of and/or payments made to Hills and the Hill Group. The Hills have not surfaced or advanced those questions in these proceedings, and they cannot be relied upon to investigate and sue themselves.
7. OTE USA is best placed to identify and, as appropriate, advance claims against the Hill Group for the benefit of all creditors and is prepared to work collaboratively with the Monitor in furtherance of that objective but requires access to information in the control of the Applicants and/or the Monitor and possibly others, including among other records:
  - a. accounting and banking records from the start of these proceedings back to at least July 1, 2022, including all source documents, books of original entry, and banking statements and documents; and,
  - b. correspondence, including, without limitation, all internal email between the senior members of the OTE LP management team, including Scott Hill, Miles Hill, Sandra Smoke, Gary Loft, and Austin Hill.

8. The advancement of all issues is necessary for the comprehensive restructuring of the affairs of the Applicants.
9. The *CCAA* process must be conducted fairly with a view to balancing the interests of all stakeholders.
10. The *CCAA* is to be used to find a constructive solution for all stakeholders when a company has become insolvent, not to disadvantage discreet cohorts of creditors or stakeholders.

*GENERALLY*

11. The circumstances that exist make the relief sought by OTE USA appropriate;
12. The provisions of the *CCAA* and the inherent and equitable jurisdiction of this Honourable Court;
13. The *Rules of Civil Procedure* (Ontario), RRO 1990, reg. 194, including, without limitation, rules 1.04, 1.05, 2.03, 3.02, 16, and 37 thereof;
14. The *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended; and
15. Such further and other grounds as counsel may advise and this Court may permit

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

1. The affidavit of Brian Page, to be sworn;
2. Such further and other material as counsel may submit and this court may permit.

Date: July 14, 2023

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IN THE MATTER OF THE COMPANIES CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36 AS AMENDED  
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. and 2496750 ONTARIO  
INC.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT  
TORONTO

**NOTICE OF MOTION**

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# TAB 2



ONTARIO SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

**COUNSEL SLIP/ENDORSEMENT**

COURT FILE NO.: CV-23-00693758-00CL HEARING DATE: JULY 17, 2023 19 July 2023

NO. ON LIST: 2

TITLE OF PROCEEDING: Original Traders Energy Ltd. et al.  
BEFORE JUSTICE: KIMMEL

**PARTICIPANT INFORMATION**

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**For Other, Self-Represented:**

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Natai Shelsen	Lawyers for Mandy Cox, 2745384 Ontario Inc., Alderville Gas Ltd., Kellie Hodgins, Gen 7 Brands International Inc., Oneida Gen7 LP, French River Gen7 LP, Rankin Gen7 LP, Jocko Point Gen7 LP, Curve Lake Gen7 LP, Sarnia Gen 7 LP, Walpole Gen7 LP, Roseneath Gen7 LP	<a href="mailto:nshelsen@goldblattpartners.com">nshelsen@goldblattpartners.com</a>
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**ENDORSEMENT OF JUSTICE KIMMEL:**

1. On or about January 30, 2023, Original Traders Energy Ltd. ("OTE GP") and 2496750 Ontario Inc. ("249" and with OTE GP, the "Applicants") obtained an initial order (the "Initial Order") before the Ontario Superior Court of Justice (Commercial List) (the "Court") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") granting the Applicants protection under the CCAA and other related relief, with a view to allowing the Applicants an opportunity to restructure its business and affairs. The Applicants' CCAA proceedings are referred to herein as the "CCAA Proceedings").
2. While OTE Logistics LP ("OTE Logistics") and Original Traders Energy LP ("OTE LP") are not Applicants in this proceeding, relief was extended to both OTE Logistics and OTE LP (together, the "Limited Partnerships"), which are related to and carry on operations that are integral to the business of the Applicants. The OTE Group includes both the Applicants and the Limited Partnerships.
3. The Initial Order also appointed KPMG Inc. as the CCAA monitor in these CCAA Proceedings (in such capacity, the "Monitor").
4. On or about February 9, 2023, the Court issued an amended and restated initial order (the "ARIO") under the CCAA which, inter alia, expanded certain charges and extended the Stay Period (as defined in the Initial Order) to April 28, 2023.

5. On April 28, 2023 the Honourable Justice Osborne granted an Order extending the stay of proceedings to August 4, 2023 and an Order authorizing and directing the Monitor to carry out the claims process as described therein (separately, the "Stay Extension Order" and the "Claims Procedure Order").
6. In the interim, on March 15, 2023, this Court issued an injunction (the "Injunction Order") which, inter alia, restrained Glenn Page ("Page"), Mandy Cox ("Cox") and 26586558 Ontario Inc. ("265", a corporation that Page controls with Cox, his spouse, who is also a former employee of the OTE Group) from selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with a seventy-foot yacht from the Italian ship builder Azimut Benetti, named "Cuz We Can", more particularly described at Schedule "A" to the Injunction Order (the "Italian Yacht").
7. On July 11, 2023, counsel to the Mareva Respondents served motion record (the "Mareva Respondents' Record") seeking relief for: (i) an Order setting aside the Injunction Order; or, (ii) in the alternative, an extension of the deadline to file sworn statements in accordance with the Injunction Order.
8. Various other orders have also been obtained, and Chapter 15 proceedings under the US Bankruptcy Code have been commenced, over the intervening months since the Initial Order was granted.
9. The OTE Group presently seeks orders:
  - a. further extending the Stay (the "Second Stay Extension Order");
  - b. approving the Fourth Report of the Monitor and the activities set out therein (the "Fourth Report");
  - c. authorizing and directing the addition of OTE GP as a loss payee on the current Insurance Policy (as defined in the Sixth Hill Affidavit) for the Italian Yacht; and
10. The OTE Group also seeks scheduling assistance from to deal with, inter alia, issues arising from the Injunction Order and the Mareva Respondents' Record.
11. The immediate relief sought was for the most part on consent, subject to the court relieving the Mareva Respondents of their obligations under paragraphs 6 and 7 of the Mareva Order pending the return of their motion setting aside the Injunction Order.
12. After some discussion and upon the guidance and direction of the court, the proposed orders arising out of this attendance have been revised and are no longer opposed. All parties recognize that there is some urgency to selling the Yacht as there may be a problem obtaining insurance for it when the current insurance expires in August (whereas it is expected that the Yacht can be insured by the broker who is engaged to sell it under the proposed sale process).
13. The Stay Extension Order and the revised Yacht Sales Process and AirSprint Proceeds Order, both dated July 17, 2023, may issue in the forms signed by me today.
14. The Mareva Respondents Motion to set aside the Injunction Order has been scheduled for a full day on October 4, 2023. Counsel shall agree upon a timetable for the pre-hearing steps for that motion that ensures that all material (including a reply factum of up to five pages double spaced if deemed appropriate) to have been delivered and uploaded into the appropriate bundle in CaseLines by no later than Friday September 29, 2023. The obligations of the Mareva Respondents under paragraphs 6 and 7 of the Injunction Order shall be revisited at the return of their motion if the Injunction Order is not being set aside.
15. OTE USA may request a 9:30 scheduling appointment in respect of its intended motion after it has served its motion record.
16. This endorsement and the orders and directions contained in it shall have the immediate effect of a court order without the necessity of a formal order being taken out.



KIMMEL J.  
July 19, 2023

# TAB 3

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

BETWEEN:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.  
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF  
**ORIGINALTRADERS ENERGY LTD. and 2496750 ONTARIO INC.**

Applicants

**AFFIDAVIT OF BRIAN PAGE**

I, Brian Page, of the city of Winnipeg, in the Province of Manitoba, MAKE OATH  
AND SAY:

1. I am one of three indirect members, the sole manager and the senior vice president of OTE USA LLC, a Michigan limited liability company ("**OTE USA**"). OTE USA was historically a supplier of fuel to OTE Limited Partnership ("**OTE LP**"), and is a creditor in these proceedings. By virtue of my offices with OTE USA and its dealings with OTE LP and my other involvement with OTE LP and persons related to it, as detailed below, I have knowledge of the matters to which I depose herein, except for those matters which are expressly based upon information provided to me by others. Where I refer to such information, I believe it to be true.

2. I am swearing this affidavit in support of a motion for an order directing the Monitor in these proceedings to establish a common data room for use by interested stakeholders

in these proceedings (the “**Data Room**”) and directing the Monitor and OTE LP to populate that data room with information relevant to these proceedings, including, without limitation, the information (the “**Requested Records**”) responding to the document production protocol marked as **Exhibit “A”** to this affidavit (the “**Document Production Protocol**”).

3. At the outset I believe that it is important to understand that these proceedings have their genesis in a dispute between the limited partners of Original Traders Energy LP and OTE Logistics LP (“**Logistics LP**”); in particular, on the one side, Miles Hill (“**Miles**”) and Scott Hill (“**Scott**”, and together with Miles, the “**Hills**”), and, on the other side, my brother, Glenn Page (“**Glenn**”). Through these proceedings, the Hills have advanced a number of very serious claims against Glenn and against me and persons and entities related to us, including claims in respect of OTE USA. I believe that these claims are unfounded, and that, in fact, it may be the Hills who have breached their fiduciary duties by prioritizing their personal agendas over the interests of OTE LP and Logistics LP, and who have, through reckless conduct amounting to gross negligence, and perhaps through wilful misconduct, caused serious damage to those businesses.

4. In summary, over the course of the first half of 2022, the Hills became suspicious that Glenn was taking disproportionate value out of OTE LP. Although Glenn attempted to demonstrate that was not the case, the Hills were not appeased. Moreover, my impression is that the Hills (particularly Miles Hill) felt that even if Glenn’s draw from OTE LP and Logistics LP had not exceeded his proportionate entitlement as a limited partner,

Glenn was making (and stood to make) more money than the Hills believed to be appropriate. To address this, the Hills took steps to cut Glenn out of the business of OTE LP and to cut both Glenn and myself out of the business of Logistics LP.

5. On or about July 29, 2022 (the “**Takeover Date**”), the Hills used their majority interest to assume control of OTE LP and Logistics LP. That was the last day on which I had access to the banking records of Logistics LP. Thereafter:

- (a) It appears that, for reasons I am unable to explain, the Hills may not have operated the business of OTE LP or Logistics LP, or remitted taxes for these businesses, or did so in a way that gave rise to a justification for these proceedings, which have resulted in the needless loss and/or destruction of value to the prejudice of creditors, including OTE USA.
- (b) The focus of the proceedings has been Glenn’s interest in a boat, which, at different times, has variously been described as a yacht, a luxury yacht, and an Italian yacht, and which has been used to colour Glenn’s interest in OTE LP and Logistics LP by suggesting that he was misusing corporate resources. The boat was purchased, however, using the undistributed draws of \*8658 Ontario (defined below), the company through which he and his wife, Mandy Cox (“**Mandy**”), hold an interest in OTE LP. I have reviewed the 2019 and 2020 Financial Statements for OTE LP and combined Net Income totaled \$9,990,567. \*8658’s share would have been over \$3,300,000. I am advised by Glenn that the 2021 financial statements were

in the process of being finalized when he was excluded from the business and have yet to be delivered; however, he expects them to show income in excess of \$14 million, in which case \*8658's share would be approximately \$4.6 million. The approximate purchase price of the boat was only \$3.8 million, of which approximately \$2.6 million was paid in cash out of \*8658's undistributed draws from OTE LP, and \$1.2 million was financed. I am further advised by Glenn that the financed portion has since been paid in full, and that taxes were paid in respect of all of the foregoing distributions. The boat is a luxury item, to be sure, but well within Glenn's means and entitlements relative to his interest in OTE LP and Logistics LP. All of this was explained to the Hills. The use of distributions to pay vendors was normal in the course of business of OTE LP, which included OTE LP paying vendors directly for Scott Hill's house expansion during this period.

6. I am also advised by Glenn that, in 2022, before his exclusion from the business, OTE LP was tracking profits of \$24 million on sales of \$584 million, of which \*8658's share would have been millions of dollars. As explained further below, it appears that, following Glenn's exclusion from the business of OTE LP and Logistics LP, the Hills may have used OTE LP to purchase equipment for use in connection with the manufacture of tobacco products—a business unrelated to OTE LP carried on by the Hills. I am therefore concerned that the Hills are wrongfully using OTE LP, and possibly its resources, to advance their interests in their collateral "grey-market" businesses.

7. Most recently, I have heard that Miles Hill has purported to resign his offices in respect of OTE LP and Logistics LP and their managing partners, and that Scott Hill has been taking steps, contrary to the terms of the Initial Order made in these proceedings, to wind-up the undertakings of OTE LP and Logistics LP, and to transition those undertakings to their competitors.

8. In the circumstances described above, I believe that it is important that OTE LP, Logistics LP, and the Hills make full disclosure to OTE USA and other interested stakeholders, including in respect of the Requested Records, so that a response can be made to their allegations and so that losses can be accounted for. OTE LP and Logistics LP were, until the Takeover Date, profitable businesses. I am unable to understand or provide an explanation for how it came to be that OTE LP and Logistics LP ceased to be profitable after the Takeover Date in the absence of access to the Requested Records.

**A. *Background: People, Organizational Entities, and Operations;***

9. Following is a group of the persons and legal entities who I believe to be most relevant to these proceedings.

**1. The People**

10. I am an individual residing in Winnipeg, Manitoba. I am 62 years old. I have two children, and three grandchildren. I am active in my community and support the local Art Gallery and the Winnipeg Jets Youth Charity.

11. Glenn is my brother. He resides in Waterdown, Ontario. He is 60 years old and is married to Mandy Cox. He has two children and two grandchildren. He has been self

employed for over 25 years working on contract for companies such as Bombardier, Home Depot, and General Electric in senior roles. He has been actively involved in Rotary and its efforts to advance positive change in First Nations communities with his leadership in developing the Rotary HIP program throughout Ontario.

12. Miles is an individual registered as an “Indian” within the meaning of the *Indian Act*, R.S.C., 1985, c. I-5. He is a member of the Six Nations of the Grand River, residing on the Six Nations Reserve in Ontario. Notwithstanding his offices with OTE GP, however, Miles did not participate in running the business of either OTE LP or Logistics LP. His principal contribution to the operations of OTE LP was in providing the “status” necessary for the purpose of effecting OTE LP’s business strategy, as described below. Between 2018 and 2022, I can think of only 3 occasions when I recall seeing him in the office.

13. Scott Hill is Miles Hill’s younger brother. He is also registered as an “Indian” within the meaning of the *Indian Act*, and he is also a member of the Six Nations of the Grand River residing on the Six Nations Reserve in Ontario. An important aspect of Scott’s role with OTE LP was also to provide the necessary status for effecting its business strategy as described below. In addition to that, he was responsible for leading all sales efforts, customer service, invoicing and office administration, including managing the OTE LP’s bookkeeper and office manager, Sandra Smoke. He had no experience running a business, however, and my observations led me to conclude that he lacked the training in management, finance and accounting to do so, and my impression is that Glenn had to cover for these shortcomings. Despite this, however, my impression in the lead-up to

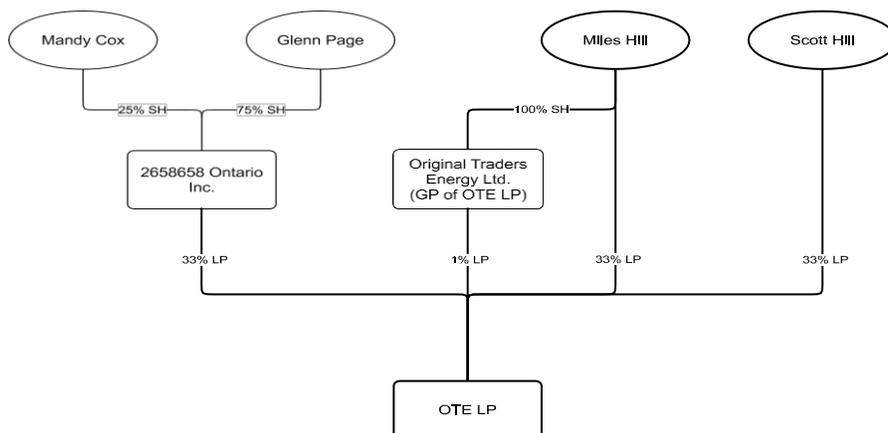
Glenn's exclusion from the business of OTE LP, was that Scott was wanting to assume a greater leadership role.

## 2. Relevant Legal Entities

14. There are four groups of entities which I understand to be relevant to these proceedings: the legal entities comprising OTE LP; the legal entities comprising Logistics LP; the legal entities comprising OTE USA; and, the Gas Station Customers (defined below). Each of these is discussed in turn.

### (a) The OTE LP Entities

15. OTE LP is a limited partnership formed to carry on the business of blending and selling gasoline to independent gas station businesses on First Nations reserves at advantageous prices. My understanding is that, having regard to OTE LP's business strategy, it was critical that Indigenous individuals with status under the *Indian Act* hold a majority interest in OTE LP and its general partner. The basic organizational structure of OTE LP is depicted and described below.

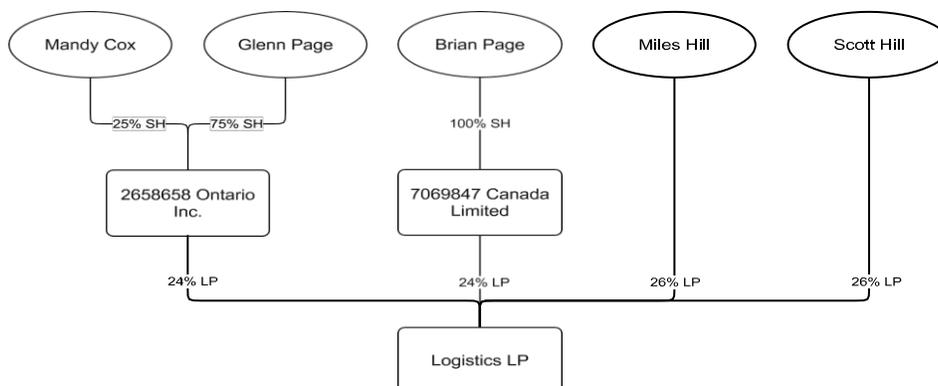


16. The current general partner of OTE LP is Original Traders Energy Ltd. (“**OTE GP**”), one of the two applicants in these proceedings. Currently, Miles is OTE GP’s only shareholder and Miles and Scott are currently its only directors and officers, although Scott held offices with those companies at certain points in time.

17. OTE LP’s Limited Partners are: Miles, personally, as to a 33 % interest; Scott, personally, as to a 33 % interest; 2658658 Ontario Inc. (“**\*8658 Ontario**”), a company majority owned by Glenn, as to a 33 % interest; with the remaining 1% interest owned by the General Partner.

**(b) The OTE Logistics LP Entities**

18. Logistics LP is a limited partnership formed to provide transportation services, including to OTE LP and its customers, in respect of the transportation of fuel. The basic organizational structure of Logistics LP is depicted and described below.

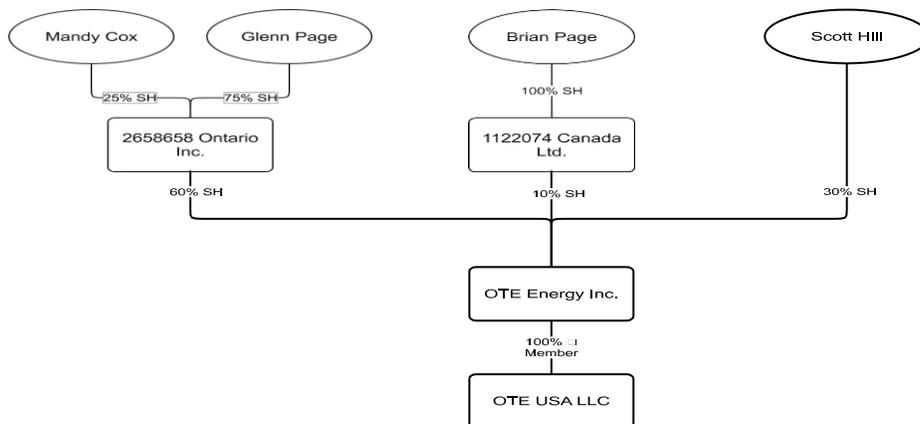


19. Logistics LP's general partner is the second applicant in these proceedings, 2496750 Ontario Inc. ("**Logistics GP**"), and its limited partners are: Miles Hill, as to a 26% interest; Scott Hill as to a 26% interest; \*8658 Ontario as to a 24% interest (prior to 2020 this interest belonged to Glenn Page); and, 7069847 Canada Limited and its successor company 11222074 Canada Limited ("**\*9847 Canada**") as to a 24% interest. I am the sole shareholder and director \*9847 Canada.

20. The shareholders of Logistics GP, in a proportion corresponding to their interest in Logistics LP, are Miles, Scott, Glenn, and \*9847 Canada.

**(c) OTE USA Entities**

21. OTE USA is a limited liability company organized under the laws of Michigan. It maintains its office in East Lansing, Michigan, and was created to serve as a buying and exporting company to lower the overall cost of fuel to OTE LP. The basic organizational structure of OTE USA is depicted and described below.



22. OTE USA's sole member is and always has been OT Energy Inc. ("**OT Energy**"), another company incorporated under the laws of Michigan. I am OTE USA's sole manager.

23. OT Energy's shareholders are and always have been as follows: \*8658 Ontario as to a 60% interest; Scott Hill as to a 30% interest; and, 11222074 Canada Ltd., an CBCA corporation ("**\*2074 Canada**") as to a 10% interest.

24. \*2074 Canada is a CBCA company for which I am the sole shareholder and director.

*(d) The Gas Station Customers*

25. OTE LP has, at various times, supplied a number of retail gas stations located on First Nation reserves across southern Ontario (the "**Gas Station Customers**"). I am advised by Glenn that these included the following entities, among others, all of which are majority owned by First Nations individuals, including, in some instances, Miles and/or Scott.

- (a) Gen 7 Fuel Oneida, in Oneida, Ontario;
- (b) Moravian Auto Repair in Bothwell, Ontario;
- (c) Bear Paw gas Bar in Ohsweken, Ontario, owned by Miles Hill;
- (d) Townline Variety and Gas in Ohsweken, Ontario, owned by Miles Hill;

- (e) Renmar Energy in Ohsweken, Ontario, owned by Scott Hill;
- (f) Wolfe Energy in Wahta, Ontario;
- (g) Moravian Gen 7 Fuel, in Thomasville, Ontario;
- (h) Smokey's Gen 7 Fuel, in Sarnia, Ontario;
- (i) Gen 7 Fuel Walpole, in Wallaceburg, Ontario;
- (j) Gen 7 Fuel Roseneath, in Roseneath, Ontario;
- (k) Gen 7 Fuel Curve Lake, in Curve Lake, Ontario;
- (l) French River Gen 7 Fuel, in Britt, Ontario;
- (m) Gen 7 Fuel Jocko Point, in North Bay, Ontario; and
- (n) Gen 7 Fuel Rankin, in Sault St. Marie, Ontario.

**B. *The Shareholder Dispute***

**1. The Fuel Blending and Distribution Business (OTE LP)**

26. Miles and Glenn were first introduced in 2003 by a mutual acquaintance in the wholesale food and cigarette business. In his affidavit sworn in support of these proceedings, Scott says that Miles hired Glenn in 2004 as a computer-technology consultant to assist him with designing and operating information systems for his businesses. That may be technically true. It is more accurate to say that Glenn was hired as a consultant to provide strategic business advice, including advising Miles with respect

to his jurisdictional dispute with the province over provincial excise tax, and with respect to a \$50 million fine by the federal government for tax evasion.

27. In February of 2016, Miles suggested to Glenn that they create a fuel blending business to import bulk fuel, blend it into specific products, and distribute those products to retail gas station customers. OTE LP was established for this purpose in August of 2017.

28. OTE GP became the general partner of OTE LP when it was formed in August of 2017.

29. Glenn was the senior executive in charge of operating the business of OTE LP. He also became a director and the President of OTE GP and held those offices until June 2022. Scott Hill became a Vice-President and director. As noted above, I am advised by Glenn that Scott was responsible for sales and marketing functions and office management functions.

30. Miles was an owner of OTE GP but without any day-to-day operational responsibility. Glenn was OTE GP's most senior executive and had overall operational control of OTE LP and its business, and Scott had nominal responsibility for the sales and marketing activities of OTE LP. Scott also managed the Administration Office.

31. During the COVID-19 pandemic, however, Scott managed all activities at the Six Nations offices. Glenn was asked by Scott not to attend at the offices on the Six Nations Reserve, because, during the pandemic, the Reserve had been locked down, roads had

been blocked, and non-resident outsiders were strongly discouraged and/or physically prevented from attending, as indicated by the articles marked as **Exhibit “B”** hereto.

32. The ownership structure of OTE LP has evolved since inception and, currently, Miles, Scott, and 8658 Ontario each own a one-third interest. Originally, a company affiliated with Claybar Contracting Inc., a fuel station construction company, was also considered to become a partner, due to its special expertise.

33. In or about January 2018, Miles, Scott and Glenn together decided to further expand the OTE LP business by constructing large fuel blending facilities at First Nation reserves. This would allow OTE LP to have greater fuel volumes available for sale and ready delivery to its customers. Bulk fuel was to be imported from suppliers in the U.S. and transported to those facilities. It would then be blended with the additives required to create the retail fuel products sold to OTE LP's gas station customers.

34. OTE LP's first blending facility was constructed in the Six Nations of the Grand River Territory and began operation in or about the fall of 2018. This was followed by the construction of a second blending facility in the Tyendinaga Mohawk Territory (the Mohawks of the Bay of Quinte reserve), which commenced operation in the summer of 2020. OTE LP constructed a third facility on Atikameksheng Anishnawbek Territory, which opened in late 2021. A fourth facility is under construction on Couchiching First Nation Territory.

## 2. The Transportation and Logistics Business (Logistics LP)

35. In or about early 2018, Glenn and I had the idea to establish a transportation and logistics business which could support and complement the fuel distribution business of OTE LP, while also generating additional revenue by providing services to third parties. I suggested this idea to Glenn. He thought that it was a good one, and he introduced me to Miles and Scott, who were also supportive.

36. On or about April 24, 2018, a new limited partnership, Gen 7 Fuel Management Services LP was established to, among other things, provide transportation and logistics services that would complement OTE LP's fuel distribution business. Gen 7 Fuel Management Services LP has undergone several name changes since its inception and eventually it became Logistics LP (i.e., as of January 20, 2022). Logistics LP's role is to operate the rail cars, tankers and vehicles used to transport bulk fuel and distribute fuel to customers.

37. The ownership structure of Logistics LP has evolved since inception. It came to be 26% each for Miles and Scott, and 24% each for Glenn and me.

38. 2496750 Ontario Inc. is the general partner of Logistics LP. Miles was nominally the sole officer and director of 2496750 Ontario Inc., but as with OTE LP, his interest was passive; he did not actually exercise any authority. Glenn was OTE Logistics' most senior executive and exercised operational control of Logistics LP and its business. My title was that of "Vice-President". In practice, I ran Logistics LP's day to day operations and managed its finances. I also secured capital funding for the purchase of assets to be used

in the business, and Glenn assisted with banking and contracting. In particular, Glenn made arrangements with bulk fuel suppliers in Michigan and Ohio, Marathon Petroleum and Greenergy, for the purchase by OTE LP and the export of bulk fuel by rail cars and trucks to its blending facilities.

39. Between 2018 and 2022, Glenn, with my assistance, oversaw the creation of OTE LP's and Logistics LP's fleet of rail cars, tanker trailers and vehicles required for its operations (I specifically recall that Glenn and I discussed transitioning the supply chain for OTE LP to a system that included both highway (truck) and rail alternatives in 2020).

### **3. The Retail Fuel Supply Business (the Gen 7 Station Entities)**

40. During the period from June of 2019 to July of 2022, Glenn worked with First Nations members who wanted to own gas stations to help them obtain capital and partners to build and operate independent gas stations under a unified banner called "Gen7 Fuel". These partnerships are majority owned by First Nations individuals in the communities in which they are located.

### **4. The US Supply Business (OTE USA)**

41. I am informed by Glenn that on or before December 20, 2020, he informed Miles and Scott that a U.S. based fuel buying and exporting company should be established to reduce the overall cost of fuel supply to OTE LP, including through the avoidance of certain tax liabilities. Following that conversation, OTE USA was created.

42. OTE USA received its U.S. Federal Export License on or about April 7, 2022. Thereafter, OTE USA, as seller, and OTE LP, as buyer, entered into a commercial

agreement for the sale and purchase of fuel (the "**Supply Agreement**"). A true copy of the executed Supply Agreement is marked as **Exhibit "C"** to this affidavit.

43. The Supply Agreement contemplates the long-term and guaranteed supply of fuel to OTE LP in accordance with its terms, and, in accordance therewith, OTE USA supplied fuel to OTE LP until sometime in September 2022, at which time supply was terminated by OTE USA for material non-compliance with the terms of the Supply Agreement by OTE LP, as explained further below.

#### **5. The Success of OTE LP and Logistics LP**

44. Following its formation in or about August, 2017, and under Glenn's direction, OTE LP became very successful; more successful, I believe, than anyone, including Miles, had expected. Its sales, profits and payments made on account of each of its current limited partners in the 2019, 2020 and 2021 are summarized below. The amounts shown for 2019 and 2020 are confirmed by reference to the financial statements prepared for each of those years on a Notice to Reader basis, which are marked as **Exhibits "D" and "E"** to this affidavit. My expectation is that OTE LP's 2021 and 2022 Financial Statements would have been finalized by now. However, given all that has transpired it is possible that Scott Hill and those under his supervision simply stopped preparing financial statements and ignored the need to file required financial documents and reports. If these reports do exist they have not been shared with me, or, Glenn tells me, with him. Given this situation, the 2021 numbers, below, are only estimates.

<b>Year</b>	<b>Sales</b>	<b>Profit</b>
2019	\$89,873,689	\$3,631,759
2020	\$94,144,524	\$6,358,808
2021*	585,000,000	12,000,000
2022	Unknown	Unknown
*an approximation based on available information.		

<b>Year</b>	<b>Payments on account of Miles Hill</b>	<b>Payments on account of Scott Hill</b>	<b>Payments on account of *8658 Ontario</b>
2019	\$1,209,376	\$1,209,376	\$1,209,376
2020	\$1,845,000	\$1,793,812	\$1,650,642
2021*	\$1,845,000	\$1,845,000	\$1,341,215
2022	Unknown	Unknown	Unknown

45. Logistics LP has also been very profitable. When Glenn and I were shut out of Logistics LP in 2021, it had profits of approximately \$2,000,452.24. We have not received any share of those profits, or any financial accounting following our exclusion.

46. While the Hills always took their full draw out of both OTE LP and Logistics LP, other partners, including Glenn and I, left money in the companies.

## **6. The Falling Out Between Glenn and Miles**

47. Things started to go badly in or about June 2022. Around that time, Miles Hill asked me to meet with him at his farm, which I did. He had a number of questions for me regarding Glenn's lifestyle and how he was able to finance it. I was left with the impression that Miles had been speaking to his brother, Scott, who had been bad-mouthing Glenn.

48. Miles' questions were particularly focussed on a boat that Glenn had bought, and a wedding that he was planning in Italy. In June 2018, Glenn had met Mandy Cox. Eventually, Glenn and Mandy struck up a relationship. In or about July 2020, as the Covid pandemic set in and others were motivated to purchase multi-million-dollar vacation properties in the Muskokas and elsewhere, Glenn decided to buy a \$3.8 million boat—a yacht—for he and Mandy to enjoy and travel in. Later in 2020, Glenn and Mandy became engaged to be married, and they started planning a wedding in Italy. The boat was delivered in 2021. Miles was troubled by all of this. He especially wanted to know where Glenn was getting the money to pay for what he perceived to be a lavish lifestyle. I was left with the impression that Miles believed that Glenn was stealing from OTE LP.

49. I told Miles that my understanding was that Glenn had left a lot of his draw in OTE LP, and that he had used those funds to pay for the boat. In the ensuing weeks, Glenn and others tried to demonstrate to Miles that this was the case. Miles was not persuaded, and my impression is that he was not open to being persuaded; rather he had come around to the view that, one way or another, Glenn was taking more out of the business than Miles had ever intended or that he thought Glenn was worth, given it's status as a "native business".

50. In addition, at some point Glenn expressed an intention to become less active in the day-to-day management of the business. That became a point of contention between Miles and Glenn, and I expect that it also coloured Miles' assessment of Glenn's entitlements, even though, legally, Glenn's limited partnership interests were independent of his compensation for the management and oversight services that he provided.

51. On or about July 29, 2022, the Hills used their controlling positions in respect of OTE LP and Logistics LP to terminate Glenn's involvement and my involvement with those entities. Relations only became more acrimonious after this time, as Miles and/or Scott started to advance a number of allegations as part of a strategy, I believe, to cut Glenn (and me) out of the business of OTE LP and Logistics LP.

52. OTE LP and Logistics LP continued to supply and deliver fuel to the GEN7 Gas Stations through July and August of 2022, but, on or about August 30, 2022, OTE LP and Logistics LP abruptly halted deliveries without notice, leaving the GEN7 Gas Stations

to scramble for alternate fuel supply and delivery options in the lead-up to the Labour Day long weekend.

53. Meanwhile, OTE USA supplied product to OTE LP under the terms of the Supply Agreement through June, July and August of 2022. OTE LP bought and paid for over \$60 Million US in product, before they were denied purchases in September of 2022 due to lack of payment.

54. On or about October 12, 2022, the Hills, OTE LP, OTE GP, and Logistics LP brought an action against Glenn, Mandy, me, and a long list of others, including OTE USA (the "**Ontario Action**"). The Statement of Claim in respect of the Ontario Action is marked as **Exhibit "F"** hereto.

55. Among other things, OTE LP asserts in the Ontario Action that OTE USA was intended to be a wholly owned subsidiary of OTE LP, and, to that effect, Scott Hill delivered a sworn declaration in support of a motion to strike an action commenced by OTE USA against OTE LP, in Michigan, seeking recovery of various amounts owing to it in connection with the supply of fuel (the "**Michigan Action**"). A copy of the Michigan Action is marked as **Exhibit "G"** to this affidavit. A copy of Scott Hill's declaration is marked as **Exhibit "H"** hereto (the "**Hill Declaration**").

56. In fact, contrary to the Hill Declaration, it was never the intention that OTE USA be a wholly owned subsidiary of OTE LP. This is evidenced by a subscription agreement executed by Scott Hill, pursuant to which he personally subscribed for a 30% interest in OT Energy and, through that entity, OTE USA (the "**Scott Hill Subscription**").

**Agreement**”), and by a related consent resolution on behalf of OT energy, also executed by Scott Hill, accepting the aforementioned stock subscriptions (the “**OT Energy Consent Resolution**”). Copies of the Scott Hill Subscription Agreement and the OT Energy Consent Resolution are marked as **Exhibit “I”** to this affidavit.

57. Moreover, as I note above, OTE USA was incorporated to reduce the overall cost of fuel to OTE LP, and material tax advantages would also be available if ownership of OTE USA was appropriately structured. My understanding is that structuring OTE USA as a wholly owned subsidiary of OTE LP would have prevented the realization of those advantages. I am advised by Glenn that he explained as much to Miles and Scott when he first introduced the structure to Miles and Scott in December 2020, and they were given the opportunity to subscribe for shares of OT Energy personally. Scott chose to do so, and Miles did not because he had an outstanding \$50 million obligation to CRA in respect of a fine for unremitted Excise Tax. Having regard to interjurisdictional tax agreements, Miles was concerned that CRA and/or the IRS would be able to seize amounts payable to him by OT Energy. This is corroborated by the email exchange marked as **Exhibit “J”** to this affidavit.

**C. Wrongful conduct by the Hills:**

58. With Glenn and I out of the picture, Scott Hill took over the business of OTE LP and Logistics LP. This has proven to be problematic for at least three reasons.

- (a) First, it appears to me that Scott lacked the knowledge and/or skills needed to operate OTE LP, as demonstrated by the engagement of KPMG and the

commencement of these proceedings within only a few months of his taking over, notwithstanding that OTE LP's business had been profitable. Much is made in the application materials in these proceedings regarding tax arrears in respect of OTE LP; however, as explained below, it seems to me that additional arrears arose while the business was being run by Scott. Furthermore, Glenn and I are intimately familiar with the amounts that were due to be paid to OTE LP by the US tax authorities to offset the amounts owed to Canadian Tax Authorities, and the efforts made to collect those amounts. It is my understanding that these amounts owed by the US tax authorities and owing to the Canadian tax authorities were not materially different and that their timely collection would have allowed OTE LP to continue.

- (b) Second, it appears that, following Glenn's exclusion from the business of OTE LP, the Hills have started using OTE LP to illegally import equipment in furtherance of their grey-market tobacco business, thereby wrongfully exposing OTE LP to the risk of liability, and, perhaps, misusing OTE LP resources.
- (c) Third, it has been suggested to me that Miles Hill has now resigned his offices in respect of OTE LP and Logistics LP and their managing partners, and that Scott Hill, notwithstanding the terms of the Initial Order, has been

taking steps to transition the undertakings of those limited partnerships to their competitors, to the prejudice of their creditors and limited partners.

#### **1. Tax Remittance Obligations**

59. OTE LP had various tax remittance obligations, including obligations to Ontario's Ministry of Finance pursuant to the *Gasoline Tax Act* and the *Fuel Tax Act*, customs duties pursuant to the *Excise Tax Act* in respect of imports of fuel, and a federal carbon tax.

60. I am advised by Glenn that, at Scott's request, he did not attend the office on the reserve during the Covid pandemic, and that, due to errors made by the book-keeper (who was notionally working under Scott's supervision) in the face of short-staffing at that time, OTE LP had fallen behind on its reporting and remittances to the Ontario Ministry of Finance. Upon his being apprised of this error, Glenn prioritized bringing OTE LP's filings and remittances up to date.

61. In the Fall of 2021 Glenn approached me to assist with overseeing the submission and subsequent collection of tax refunds owed from the US IRS and the State of Michigan on behalf of OTE LP. At the time I recall there was approximately \$90 million US owed to OTE LP. Glenn explained to me that he had been in discussions with Canadian and provincial taxation authorities, and that they were aware of the funds owed to OTE LP. At that time it was my understanding that the refund amounts exceeded the tax liability in Canada.

62. By July 2022, when Glenn's offices at OTE LP were terminated by the Hills, considerable progress had been made in bringing the tax arrears current. At that time,

remittances had been made current to February 2022, based on data provided by OTE GP accounting staff, under Scott's direction.

63. The tax arrears referenced at paragraphs 64 to 66 of Scott Hill's affidavit dated January 27, 2023, sworn in support of these proceedings, appear to form the basis for OTE LP's alleged insolvency. I am advised by Glenn that, based on the accounting information historically available to him, it appears that these tax arrears arose in the fall of 2022, while OTE LP's business was operating subject to Scott's supervision and control, and yet Scott offers no explanation for how those arrears came about. I am unable to understand how these arrears arose.

64. Moreover, any taxes due to the Ministry of Finance should be offset by the funds that were due from the IRS and the State of Michigan in respect of excise tax rebate on the US side. Indeed, funds were received from the IRS and the State of Michigan in respect of the period ending December 2021, but there is no mention of this in Scott's affidavit. This should have continued, but it appears that OTE LP may have stopped filing returns sometime after Glenn was excluded from the business. This could be an instance of gross mismanagement.

## **2. Wrongful Use of OTE LP**

65. I am advised by Glenn that in September 2022, he received a call from a Canada Border Services officer regarding the illegal importation by OTE LP of machinery used in the production of tobacco products; the call came to Glenn because he was shown in Canada Border Services' records as the contact for OTE LP. I am further advised by

Glenn that the officer cautioned him that there are charges and fines that can be levied for illegal importation. Glenn tells me that he explained to the officer that his involvement with OTE LP had ended in June, and he directed the officer to Scott Hill.

66. The Hills have independent businesses involved in the manufacture of tobacco products on reserve, and so this misconduct gives rise to a number of questions and concerns. How did OTE LP come to be involved in the illegal importation of machinery for the manufacture of tobacco products? Have Miles or Scott been using OTE LP's funds to finance their other businesses? Have funds been wrongfully depleted through the levy of fines or the inflation of outstanding claims?

### 3. Alienation of the Undertakings of OTE LP and Logistics LP

67. Most recently, I have heard from customers of OTE LP and Logistics LP that they have been told by representatives of OTE LP and Logistics LP that, effective September 15, 2023, the undertakings of OTE LP and Logistics LP would be transitioned to their competitors. More specifically:

- (a) all of Logistics LP's truck drivers had received lay-off notices and had been offered jobs with Joseph Haulage Capital Corporation ("**JHCC**"); and,
- (b) all of OTE LP's personnel were going to be laid off effective September 15, 2023, and arrangements had been made to transition the fuel supply business to Parkland Corporation ("**Parkland**").

68. Counsel to OTE USA wrote to counsel to the Monitor on or about September 1, 2023, to notify them of these events. The Monitor's counsel responded on or about September 8, 2023, advising that the Monitor was not aware of any efforts to transition the business of OTE LP or Logistics LP, and that the Monitor had spoken to Scott Hill to ensure that he was aware of his obligations pursuant to the Initial Order. A copy of this exchange of correspondence is marked as **Exhibit "K"** to this affidavit.

69. Counsel to OTE USA also wrote to representatives of Parkland and JHCC to express its concerns. Copies of this correspondence are marked as **Exhibits "L"** and **"M"** to this affidavit, respectively. As this time, OTE USA has received a response only from Parkland's counsel, advising that OTE USA has been misinformed in respect of Parkland's dealings with Scott Hill. A copy of the correspondence received from Parkland's counsel is marked as **Exhibit "N"** to this affidavit.

70. I am informed by Glenn that based upon a drive-by investigation, it appeared that valuable equipment of Logistics LP that I would expect to be visibly stored on the premises of Logistics LP is not present at that location. OTE USA has been unable to locate the equipment at the premises of JHCC, Scott Hill or Miles Hill through a further drive-by investigation. We do not know where this equipment is located, and we are concerned that it may have been sold or transferred to another party, further prejudicing the position of OTE USA and other creditors.

**D. The CCAA Proceedings;**

71. These proceedings were commenced on January 27, 2023, on the basis of an affidavit sworn by Scott which speaks to the insolvency of the Applicants. However, as explained above, it appears to me (and to OTE USA) that:

- (a) Logistics LP was never insolvent and that, regardless of whether it is or continues to be wrapped up in these proceedings for logistical reasons, its assets (and shareholder equity) should not be eroded by these proceedings;
- (b) OTE LP's business was very profitable prior to Scott Hill taking over day to day management in July 2022, and it should have continued to be profitable;
- (c) OTE LP's business remains fundamentally sound, and, with competent management, it should be capable of paying its creditors, including OTE USA;
- (d) If losses are sustained by creditors, then Scott (and perhaps Miles), should be held to account for those losses, including, among other things, and if appropriate, for any negligence, gross negligence or oppressive behaviour, or wilful misconduct in respect of the operation of OTE's business after the Takeover Date, including in respect of these proceedings;

***E. Independent assessment of Company claims against the Hills and Necessary Information***

72. Inasmuch as the Hills cannot be relied upon to investigate themselves, OTE USA is asking that it be granted access to the records and information of OTE LP and Logistics LP (i.e. the **Requested Records**) for the purpose of being able to assess the Hills' conduct and, if warranted, to seek permission to advance claims against them (or related or affiliated parties) on a derivative basis.

73. I believe that it only makes sense for OTE USA to assume this role because (a) as OTE USA's sole manager, I have knowledge of the business of OTE LP and Logistics LP and related events; (b) substantially the same information is relevant to the defence, by Glenn, myself and OTE USA, of the claims brought by OTE LP and Logistics LP, including, without limitation, the claims made in the Ontario Action and the counter-claims and/or cross-claims and third-party claims that will be brought therein; and (c) allowing a third party (such as the Monitor and its counsel) to take the lead in respect of this litigation will serve to dramatically increase costs and erode recoveries for creditors, including OTE USA.

74. A description of the Requested Records that I believe are needed, at this time, for the purpose of these proceedings (including responding to the allegations leveled in the Ontario Action, investigating the claims against the Hills, and formulating an overall restructuring proposal that will maximize returns to creditors, including OTE USA) is found in the Document Production Protocol, which is marked as **Exhibit "A"** to this affidavit.

75. The Document Production Protocol includes a non-exhaustive list of email addresses which I know to have sent or received email correspondence relevant to these proceedings, as described above. In particular, I note that Miles Hill regularly used his personal Gmail address: [Miles77x@gmail.com](mailto:Miles77x@gmail.com), in order to send and receive correspondence related to the business of OTE LP and Logistics LP. I have attached examples of such correspondence as **Exhibit "O"** to this affidavit.

76. I note as well that the proposed custodians whose email addresses and devices should be searched include Sandra Smoke, Gary Loft, and Austin Hill. Their roles with OTE LP and Logistics LP are described below. By virtue of their positions, all of these individuals would have been privy to discussions and decisions pertaining to the governance, operations, finances and tax remittances of those entities.

- (a) Sandra Smoke was the former bookkeeper for OTE LP, and as such she was privy to many discussions and decisions pertaining to the accounts of OTE LP and tax filings.
- (b) Gary Loft was the National Director of Operations for OTE LP and, for a short period around the time of Glenn's removal and subsequent resignation, he was the President of OTE LP. He dealt with OTE USA by directing the buying of fuel products under the terms of the Supply Agreement.
- (c) Austin Hill is Scott's son and in the absence of both Glenn and I, ran the Logistics business. He interacted frequently with OTE USA personnel.

**F. Conclusion**

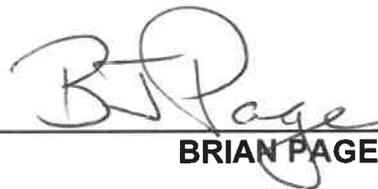
77. I am very concerned that these proceedings are part of an opportunistic strategy by the Hills to seize the value of the businesses of OTE LP and Logistics LP for their own benefit, without having to fully account for the interests of creditors, including OTE USA, limited partners and other stakeholders. OTE USA is asking that full documentary disclosure be made, so that a fully documented response can be made to the allegations advanced by Scott in support of these proceedings, and an accounting can be taken of what transpired after Glenn and I were excluded from those businesses, and steps can be taken to ensure that creditors recover full value in respect of the debts owing to them.

**AFFIRMED** remotely by Brian Page at the Town of Fort Frances in the Province of Ontario before me at the City of Toronto, in the Province of Ontario, on this 22<sup>nd</sup> day of September, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits

**JOSEPH BERGER (LSO #: 70822S)**



**BRIAN PAGE**

This is **Exhibit "A"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

A handwritten signature in black ink, appearing to read "A. Blum".

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A Commissioner for Taking Affidavits

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

BETWEEN:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,  
c. C-36, AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF  
**ORIGINALTRADERS ENERGY LTD. and 2496750 ONTARIO INC.**

Applicants

**DOCUMENT PRODUCTION PROTOCOL**

**Interpretation**

1. For the purposes of this Document Production Protocol, the following definitions shall apply:

“**Claims**” means:

1. The action commenced in the Ontario Superior Court of Justice between Original Traders Energy LP, Original Traders Energy Ltd., OTE Logistics LP, Scott Hill, Donald Herbert Miles Hill (Plaintiffs) and Glenn Page, Mandy Cox, Brian Page, Kellie Hodgins, 2658658 Ontario Inc. c.o.b.a. GPMC Holdings, 2745384 Ontario Inc. c.o.b.a. GPMC Management Services and Picassofish Creative Design, Gen 7 Brands International Inc., Alderville Gas Ltd., 2700287 Ontario Inc., OTE USA LLC, OT Energy Inc., John Doe G7 Southwold, John Doe G7 Moravian, John Doe G7 Sarnia, John Doe G7 Walpole, John Doe G7 Roseneath, John Doe G7 Curve Lake, John Doe G7 French River, John Doe G7 North Bay, John Doe G7 Sault, 7069847 Canada Limited, 11222074 Canada Ltd., Consolidated Logistics Inc. (Defendants) (Court File No. CV-22-00688572-0000); and
2. The action commenced in the United States District Court Eastern District of Michigan between OTE USA LLC (Plaintiff) and Original Traders Energy LP (Defendant) (Court File No. 2:23-cv-10152-GCS-DRG);

3. The potential claims referenced in the affidavit of Brian Page sworn September 15, 2023, and specifically and without limitation, a failure of OTE LP and/or Logistics LP to remit taxes, the failure of OTE LP and/or Logistics LP to carry on business, and any transactions carried out by OTE LP and/or Logistics LP outside of the ordinary course of business, including, without limitation, the purchase of tobacco manufacturing equipment on or after July 29, 2022, and the transfer or transition of all or part of the property, assets and undertakings of OTE LP and Logistics LP to third parties.

“**Court**” means the Ontario Superior Court of Justice (Commercial List) as the court exercising supervisory jurisdiction over these proceedings.

“**Custodians**” means Scott Hill, Donald Herbert Miles Hill, Sandra Smoke, Gary Loft, and Austin Hill, all other officers and directors of the Relevant Entities.

“**Gen7 Parties**” means Glenn Page, Mandy Cox, Brian Page, Kellie Hodgins, 2658658 Ontario Inc. c.o.b.a. GPMC Holdings, 2745384 Ontario Inc. c.o.b.a. GPMC Management Services and Picassofish Creative Design, Gen 7 Brands International Inc., Alderville Gas Ltd., 2700287 Ontario Inc., Oneida Gen 7 LP (Southwold), Sarnia Gen7 LP, Walpole Gen7 LP, Roseneath Gen 7 LP, Curve Lake Gen 7 LP, French River Gen 7 LP, Jocko Point Gen7 LP, Rankin Gen 7 LP (Sault).

“**Document**” has the same meaning as in Rule 30.01(1)(a) of the Rules and, without limiting the foregoing, includes any recorded information in either hard copy or electronic format such as sound and audio recordings, email, text messages, photos, handwritten notes, spreadsheets and data housed in accounting applications and databases.

“**Hill Party**” means Original Traders Energy LP, Original Traders Energy Ltd., OTE Logistics LP, 2496750 Ontario Inc., Scott Hill, Donald Herbert Miles Hill.

“**Inadvertently Produced Document**” means a Document produced by a party that, in whole or in part, is protected by any type of legal privilege.

“**Keywords**” means any of the words listed in Appendix “A” hereto.

“**Monitor**” means KPMG Inc. in its capacity as court appointed monitor in these proceedings, and any successor or substitute appointee.

“**OTE USA Parties**” means OTE USA LLC, OT Energy Inc., Glenn Page and Brian Page.

“**Page Party**” means the Gen7 Parties and the OTE USA Parties.

“**Party**” means any of Hill Parties, the Page Parties, and the Monitor and “**Parties**” means any and all of them.

“**Relevant Entities**” means Original Traders Energy LP, OTE Logistics LP, and their respective general partners.

“**Relevant Period**” is the period of January 1, 2019 to present.

2. This Document Production Protocol shall bind the Parties.
3. This Document Production Protocol may be varied by agreement of all the Parties or by the Court, on motion of any Party.
4. This Document Production Protocol sets out the Parties’ obligations with respect to documentary production and, to the extent applicable, is intended to serve as the Parties’ Discovery Plan for the purpose of compliance with Rule 29.1 of the *Rules of Civil Procedure* (the “Rules”).
5. Except to the extent contested and finally adjudicated, nothing in this Document Production Protocol derogates from the legal rights of the Parties with respect to documentary discovery, the right to move before the Court to enforce those rights, or the right to resist such a motion.

#### **Document Preservation**

6. Each Party shall take reasonable steps to preserve all Documents relevant to the Claims (including electronically stored information) that are in the Party’s possession, control, or power. This obligation includes taking reasonable steps to:
  - (a) ensure that relevant documents (including electronically stored information) are not destroyed, lost, or relinquished to others, either intentionally or inadvertently, such as through the implementation of an ordinary course document retention/destruction policy;
  - (b) ensure that relevant documents are not modified, including any relevant documents that are used on an ongoing basis in the operation of business; and
  - (c) ensure that relevant documents remain accessible.

#### **Intended Scope of Document Discovery**

7. The Parties shall disclose, through a common data room maintained by the Monitor and subject to the Implied Undertaking Rule, all documents in their possession, power or control of which they have actual knowledge that are relevant to:
  - (i) the matters at issue in the Claims;
  - (ii) the resolution of the Claims or the compromise or restructuring thereof as part of these ongoing *Companies Creditors Arrangement Act* proceedings

involving Original Traders Energy Ltd. (Court File No. CV-23-00693758-00CL).

8. Without limiting the generality of the foregoing, and without waiving their rights to contest the relevance or admissibility of any individual documents or categories of documents, the Parties shall, subject to agreement or an order of the court requiring something further, be presumed to have satisfied their obligation pursuant to paragraph 7, above, if they search for and disclose documents as follows:
- (a) the Page Parties shall search for and disclose documents in response to any outstanding orders and document requests by the Monitor.
  - (b) The Hill Parties shall search for and disclose the following documents:
    - (i) all banking, accounting and bookkeeping Documents, including, for the avoidance of doubt, all purchase orders, sales documents, and tax documents from the Relevant Period related to the Relevant Entities;
    - (ii) corporate minute books and equivalent for the Relevant Entities in the Relevant Period;
    - (iii) monthly income statements for the Relevant Entities in the Relevant Period;
    - (iv) monthly balance sheets for the Relevant Entities in the Relevant Period;
    - (v) copies of all tax filings for the Relevant Entities in the Relevant Period;
    - (vi) copies of all tax applications and tax refunds for the Relevant Entities in the relevant Period including, but not limited to applications and refunds under the *Gasoline Tax Act*, the *Fuel Tax Act*, custom duties pursuant to the *Excise Tax Act*, and federal carbon tax(es), and applications and refunds to or from the state of Michigan and/or the Internal Revenue Service of the United States, and ;
    - (vii) Year End Financial Statement for the Relevant Entities in the Relevant Period;
    - (viii) all relevant correspondence or other relevant communications held by the Custodians in respect of the business of the Relevant Entities in the Relevant Period, including relevant correspondence in respect of any email accounts, containing any of the Keywords, including but not limited to relevant correspondence as contained in the following email accounts:

<b>CUSTODIAN</b>	<b>EMAIL</b>
Miles Hill	<a href="mailto:miles77x@gmail.com">miles77x@gmail.com</a>
Scott Hill	<a href="mailto:scott.hill@originaltradersenergy.com">scott.hill@originaltradersenergy.com</a>
Sandra Smoke	<a href="mailto:sandra.smoke@originaltradersenergy.com">sandra.smoke@originaltradersenergy.com</a>
Gary Loft	<a href="mailto:gary.loft@originaltradersenergy.com">gary.loft@originaltradersenergy.com</a>
Austin Hill	<a href="mailto:austin.hill@originaltradersenergy.com">austin.hill@originaltradersenergy.com</a>
Mandy Cox	<a href="mailto:mandy.cox@originaltradersenergy.com">mandy.cox@originaltradersenergy.com</a>
Kellie Hodgins	<a href="mailto:kellie@hodgins@originaltradersenergy.com">kellie@hodgins@originaltradersenergy.com</a>
Brian Page	<a href="mailto:brian.page@otelogistics.ca">brian.page@otelogistics.ca</a>
Brian Page	<a href="mailto:brian.page@originaltradersenergy.com">brian.page@originaltradersenergy.com</a>
Glenn Page	<a href="mailto:glenn.page@originaltradersenergy.com">glenn.page@originaltradersenergy.com</a>

- (c) the Monitor shall disclose the claims register in respect of these ongoing *Companies Creditors Arrangement Act* proceedings involving Original Traders Energy Ltd. (Court File No. CV-23-00693758-00CL) and all related proof of claim forms delivered as part of these ongoing proceedings.

### **Production Format**

9. The Parties will make disclosure of producible documents electronically in load file format. The specifications for formatting are set out in the Exchange Protocol at **Appendix “B”**.

### **Deadline for Production**

10. The Parties shall produce all relevant documents in their power, possession or control, in accordance with the terms of this Protocol, by November 30, 2023, or such later date as the parties may agree or as the court may direct.

### **Inadvertently Produced Document**

11. In the event a Party discloses an Inadvertently Produced Document, they shall immediately notify the receiving Party of such disclosure forthwith by providing the production number of the Inadvertently Produced Document and a description of why the document is subject to privilege.
12. Upon receiving notice that they have received disclosure of an Inadvertently Produced Document the receiving Party shall:

- (a) immediately refrain from reading, reviewing or using, in any way, the Inadvertently Produced Document and the information contained therein;
  - (b) destroy all copies of the Inadvertently Produced Document including any hard copy versions as well as delete the native file, coded information or metadata, associated images and any OCR or extracted texts files, as the case maybe, associated with the Inadvertently Produced Document;
  - (c) return the original media on which the Inadvertently Produced Document was produced to the producing party if requested; and
  - (d) provide written confirmation of the above steps to the producing Party.
13. To the extent a Party detects an Inadvertently Produced Document in the productions of the other Party that Party will notify the producing Party promptly and engaged in the steps set out in paragraph 13.
14. For greater clarity, the Parties shall follow the steps set out in in this section regardless of whether they agree that the Inadvertently Produced Document is actually subject to privilege. Such assessment can only be made based on the description provided by the producing Party as described in paragraph 12.
15. If there is a disagreement between the Parties as to whether an Inadvertently Produced Document is protected by privilege the Parties shall resolve the issue on motion brought before the Court.

**Appendix “A”  
Key Words**

**[DRAFT: SUBJECT TO ONGOING CONSIDERATION, REVIEW AND DISCUSSION]**

**Tax**

**Excise**

**Duty**

**Duties**

**“Canada Revenue Agency”**

**CRA**

**“Ministry of Finance”**

**MOF**

**“Internal Revenue Service”**

**“IRS”**

**Gen7**

**“Gen 7”**

**“OTE USA”**

**Yacht**

**Boat**

**Italy**

**Cigarette**

**Tobacco**

**Customs**

**Border**

**Parkland**

**Joseph**

**Haulage**

**Audit**

**Review**

**Engagement**

**Pettinelli**

**Mastroluisi**

**MNP**

**KPMG**

**Such further and other keywords as the Parties may agree or the Court may order**

**Appendix “B”****Document Exchange Protocol**

1. The Parties shall exchange electronically stored documents, communications or data in native format, where readily available.
2. For any redacted documents, the Parties will exchange extracted text or OCR with redactions for privilege burned in as necessary.
3. The Parties agree the Eastern Time Zone will be used in document processing.
4. The Parties will scan hardcopy documents and produce these.

This is **Exhibit "B"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023



---

A Commissioner for Taking Affidavits



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## A 2020 review: Six Nations response to the COVID-19 pandemic

Local News The Staff • December 30, 2020 • Views 347 • Comments off [Share](#)

SIX NATIONS – This has definitely been a year for the history books. TRT is taking a look back at 2020 and how the Six Nations of the Grand River community has responded to the COVID-19 pandemic.

March 13, 2020 – Six Nations of the Grand River Elected Council declares a state of emergency in the community as Covid-19 fears began to take on a serious tone in the province and across the country. The World Health Organization had just declared the virus a pandemic two days earlier, on March 10, 2020. All Six Nations schools and facilities are ordered closed. At the time, the closure was only to last until April 6. Schools remain closed to this day. There were no confirmed cases on Six Nations at the time but one possible exposure of an employee at Kawenni:io-Gaweni:yo private school.

March 24, 2020 – Six Nations Fire Services announces negative Covid tests for 12 firefighters after an exposure scare for one member of the fire service. Meanwhile, Six Nations began preparing its pandemic response by converting the community centre into a Covid-19 testing and treatment facility. The community remained in a tight lockdown, with many businesses, schools and all but essential services remained shut. Six Nations of the Grand River Elected Council had stopped meeting in person.

March 28, 2020 – Community members took action to block off all entrances to the reserve, ahead of SNGR Council's schedule of March 31, to stop the spread of Covid-19 in the community. Travel was restricted to Six Nations members and essential



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workers only. Checkpoints manned by Six Nations people were set up at reserve entrances to monitor travellers in and out of the community and an informal paper pass system was instituted to identify community members and essential workers. The community action came after throngs of visitors flooded the reserve that weekend seeking to stock up on discount cigarettes before the planned March 31 shutdown. There are still zero confirmed cases of Covid-19 on Six Nations.

April 8, 2020 – Six Nations is reporting nine positive cases of Covid-19 on the reserve. Demographic information, such as age and gender, is withheld by Six Nations Health Services. Across Canada, there are 17,049 confirmed cases, 345 deaths and 3212 cases considered “resolved.” Norfolk and Haldimand County prohibit anyone from using any outdoor space. The entire economy on Six Nations has ground to a halt and checkpoints set up the previous week at reserve entrances are manned by paid security personnel. Masks have not yet become a way of life but people are starting to sew their own. The only businesses open are off-reserve supermarkets and local convenience stores. Six Nations Public Works announces the waiving of all fees for water services, and Six Nations Housing announces a temporary waiving of payments on mortgages until April 30.

April 15, 2020 – Six Nations’ first and only Covid-19 death has been reported. As of April 14, the community had conducted 140 tests, with 112 negative results, 9 positive results, and seven cases resolved.

April 22, 2020 – Six Nations Police were called to a large gathering at a private home on April 18, drawing ire from community members who see the gathering as deliberately flouting efforts to reduce the spread of Covid-19 in the community. No charges are laid against the homeowner.

April 29, 2020 – Two more cases of Covid-19 are reported on Six Nations, bringing the total number of confirmed cases to 11. The Covid-19 assessment centre at the community hall has conducted 320 tests to date. Six Nations rents a generator for \$240,000 to provide power to the community hall in the event of a power failure. The first positive Covid-19 case is reported at neighbouring Mississaugas of the Credit First Nation.

May 6, 2020 – A colour-coded paper pass system allowing Six Nations members to enter and exit the still-barricaded community is replaced with a high-tech barcode system developed and paid for by SNGR. There were reports of fraud and photocopying of the colour-coded paper system which people placed on their dashboards. Checkpoint security on Six Nations are equipped with smartphones to scan barcodes on laminated passes, which were handed out to community en masse in a drive-through operation at the Six Nations Bingo Hall parking lot on Sat. May 2. SNGR announces it will deliver iPads to Six Nations, along with a data package, to help them learn from home, as school closures extended until the end of the year. SNGR Child and Family Services announces the delivery of instant messaging support to help people cope with isolation and economic-related crises during the shutdown. Over 4,000 people have died across Canada.

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May 13, 2020 – Six Nations Elected Council discusses the development of a health and safety code of conduct for businesses to follow as it considers a re-opening plan for the community.

May 20, 2020 – SNGR held an unprecedented community-wide delivery of thousands of loaves of bread and hunks of cheese to replace the beloved annual Bread and Cheese Day celebration that usually draws thousands of visitors to the Six Nations Community Hall for fun and revelry. The event, like every other event on Six Nations this year, had been cancelled to prevent the gathering of crowds and spread of Covid-19. Masked councillors drove throughout the community delivering the goods to residents' households.

June 3, 2020 – After a long stretch without any cases, Six Nations reports three more positive Covid-19 cases, bringing the total number of positive cases to date to 14. It is the lowest case count in Southern Ontario. To date, 745 people had been tested for Covid-19 on Six Nations.

June 17, 2020 – Blockades to reserve entrances are removed. Roads are reopened as are most businesses – but with rules and regulations in effect. Masks must be worn in all businesses on the reserve. Indoor dining is still banned. Sports fields and outdoor recreation remained closed. A small group of people insisted on trying to keep entrances to the reserve closed before giving up later in the week.

June 24, 2020 – Six Nations moves into Phase 2 of its reopening which meant many activities and gatherings involving crowds of more than 10 remained off limits. Fairs and festivals were cancelled into the summer and fall despite a provincial drop in Covid cases. Six Nations had gone weeks without a new positive case of Covid-19.

July 15, 2020 – For the first time in over a month, Six Nations reported one positive case of Covid-19. Ontario began Stage 3 of its re-opening plan, which allowed up to 100 people to gather outside. The relaxed restrictions on crowds saw the push for masks advocated across Ontario and Six Nations. Iroquois Lodge celebrated 17 weeks of being virus-free.

July 22, 2020 – Six Nations, Brantford and Brant saw an unprecedented week of no new Covid cases. Infection rates in young adults began to rise in Ontario, prompting health experts to urge continued social distancing and mask wearing. Businesses around the province have re-opened. The only restrictions remaining on Six Nations are large gatherings and sporting events. Six Nations elected council, however, continue to hold meetings via the online meeting platform Zoom. They have still not met in person since the state of emergency was declared in the spring.

July 29, 2020 – Masks are officially made mandatory at all businesses on Six Nations after a vote by Six Nations Elected Council. Active cases remain at zero. Life feels like it's returning to a new normal.

Aug. 5, 2020 – Six Nations Elected Council decides to remain in phase two of its recovery and re-opening plan. Despite a continued easing of restrictions across the province, Six Nations remained a bit more restricted by continuing to ask staff to work from home and the continued closure of public, band-operated buildings. The province announces that students will be returning to school full-time in September. Six Nations does not follow suit.



**2023 Award Nominations**

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Deadline to submit your nomination: July 21st, 2023

QR code and photo of a woman.



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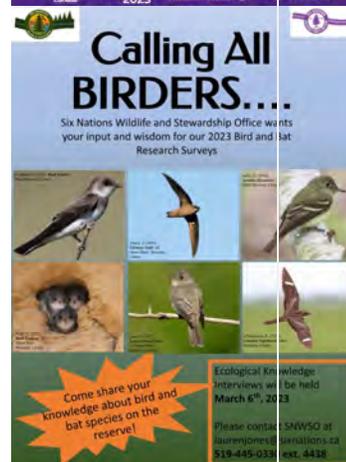
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Join us on June 26<sup>th</sup> for pre-forum events, with the forum opening on June 27<sup>th</sup>

For more details and updates, please visit us at [indigenism.com.ca](http://indigenism.com.ca)

June 26<sup>th</sup> – 28<sup>th</sup>, 2023  
Western University, London, ON

Logos for University of Waterloo, Indigenous Education 2023, Western University, and Indigenous Knowledge.



**Calling All BIRDERS....**

Six Nations Wildlife and Stewardship Office wants your input and wisdom for our 2023 Bird and Bat Research Surveys

Ecological Knowledge interviews will be held March 6<sup>th</sup>, 2023

Come share your knowledge about bird and bat species on the reserve!

Please contact SNWSO at [laurenjones@snwsos.com](mailto:laurenjones@snwsos.com) 519-445-0330 ext. 4438

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Aug. 12, 2020 – One new case of the virus was confirmed on Six Nations after weeks without a case. It is the 16th case of Covid-19 on Six Nations.

Aug. 26, 2020 – Six Nations Elected Council announced Six Nations schools would not re-open until at least November. Schools still remain closed on the reserve, with kids learning from home. Off-reserve schools re-opened in September.

Sept. 2, 2020 – Six Nations instituted a stage “2.5” in re-opening the community. Outdoor playgrounds and facilities were reopened, and outdoor gathering limits had increased to 40. It was a halfway step between stage 2 and stage 3. Stage 3 would have meant a full re-opening.

Sept. 23, 2020 – The Six Nations track and sports fields finally re-opened since their closure in March. The ball hockey rink also re-opened for reserved use.

Oct. 7, 2020 – Six Nations saw an alarming leap in Covid-19 cases after months of relatively few infections. Five new cases were reported in one week, prompting Six Nations health officials to urge the community not to become lax with physical distancing and other prevention measures. It brought the total number of cases to 22 since the pandemic began.

Oct. 13, 2020 – Coronavirus cases explode on Six Nations. An outbreak brought 47 new active cases to the reserve. It was a jump from 7 active cases to 47 over the course of the Thanksgiving weekend. Six Nations Health Services condemned the community for ignoring public health advice to not meet over the holiday weekend.

Oct. 21, 2020 – Six Nations is declared to be facing a “second wave” of Covid-19 in the community. The total cases to date had reached 69, with 31 active cases after a massive outbreak the week before. The outbreak prompted Six Nations elected council to prolong school closures, enforcing mandatory mask measures and reducing gathering sizes in the community.

Oct. 28, 2020 – the Thanksgiving outbreak had started to wane, with active cases subsiding to 23. Total reported cases to date: 88. Total deaths still remain at one.

Nov. 4, 2020 – Five new Covid-19 cases are confirmed on Six Nations with 9 active cases. Ontario institutes a colour-coded system that sees different areas of the province abide by different measures according to their case counts.

Nov. 11, 2020 – Zero new cases and zero active infections on Six Nations. 93 cases of the 94 total to date are considered resolved.

Dec. 2, 2020 – As cases surge across the province, Six Nations infection rates remain extremely low. Only one active case of the virus is reported on the territory. To date, there have been 97 infections on Six Nations. Six Nations institutes its own colour-coded system to issue “alert levels” for virus cases on the territory and the measures that would accompany those alert levels.

Dec. 9, 2020 – A long-awaited Covid vaccine was approved by Health Canada, with priority given to health care workers and elders in Indigenous communities for the first batch of the vaccine. The vaccine has not yet arrived on Six Nations.

Dec. 16, 2020 – Six Nations Elected Chief declares the new Covid vaccine is a personal choice and will not be mandatory for any Six Nations member once it arrives on Six Nations. There is no word on when the vaccine will arrive yet. Six

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Joseph Brant Hospital (JBH), located in Burlington, is a full-service Academic Community Teaching Hospital, in conjunction with McMaster University, serving more than 180,000 residents in the community of Halton and Hamilton, (JBH) is also a partner member of the Burlington Ontario Health System.

To complement the existing Board of Directors' skillset, the Board is seeking a leader who brings these core competencies in Leadership, Governance Experience, Special Focuses: Healthcare of Diverse Community, Patient Advocacy Designation or equivalent as well as other of the following experience profile:

Experience in systems/enterprise transformations with:

- an emphasis on implementation of a digital strategy, or
- an emphasis on implementation of a Diversity, Equity & Inclusion (DEI) strategy.

At Joseph Brant Hospital, we are committed to Diversity, Equity & Inclusion as an outcome and reward our efforts to become a more inclusive, safe and respectful space for everyone to work, work and receive care.

What Joseph Brant Hospital seeks for these roles:

- Board governance experience; has or is working towards a Chartered Director or Institute of Corporate Directors designation or equivalent which will be considered an asset.

Interested candidates can submit a completed application, Cover Letter and CV by Friday April 14, 2023 to board.candidates@jbrh.on.ca.

An Information Session will be held via Zoom on Thursday April 6, 2023 @ 4:00-5:30pm. Please RSVP to board.candidates@jbrh.on.ca.

Nations Elected Council discusses re-opening schools for in-person learning in February.

Dec. 23, 2020 – Two active cases are reported on the territory, while the government of Ontario announces a total lockdown of the province, with all but essential businesses ordered closed by Eoxing Day. In September, teachers had returned to schools to provide remote learning to Six Nations students but Indigenous Services Canada announced on Dec. 21 that Six Nations teachers would not be returning to school after the Christmas holiday to support lockdown efforts across the province. They are expected to return Jan. 11. As of Dec. 22 there were two active cases of Covid-19 on the territory. That brings the total number of cases reported to date to 102 on Six Nations.



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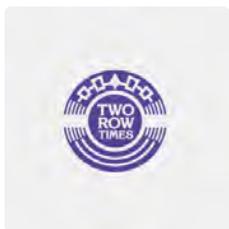
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## Six Nations says full reserve closure stopped COVID-19 from spreading in community



Six Nations of the Grand River community member Kahnner Johnson watches over the access checkpoint on 6th Line on Thursday, May 14, 2020. THE CANADIAN PRESS/Frank Gunn

John Chidley-Hill, The Canadian Press  
Published Friday, May 15, 2020 4:52PM EDT

After three of its residents tested positive for COVID-19 in late March, the Six Nations of the Grand River took the unprecedented step of limiting access to its territory.

That meant creating an identification system for all vehicles in the community southeast of Brantford, Ont., and shutting down most of the roads entering the reserve.

More than six weeks later, elected Chief Mark Hill says taking those extreme steps has been critical to stopping the spread of the novel coronavirus into one of Canada's most heavily populated First Nations.

"I don't want to speak too early on things but when we declared our community emergency, we did the right thing," Hill said in a recent interview, noting that the first major step was limiting access to the Iroquois Lodge nursing home in the village of Ohsweken. "What started out as protecting our elders evolved into the bigger picture."

The Six Nations of the Grand River declared its community emergency on March 13 and began restricting access to Iroquois Lodge the next day. Like municipalities across Ontario, the reserve shut schools, parks and other recreational facilities, and encouraged residents to work from home.

But on March 30 a third resident of Six Nations tested positive for COVID-19, prompting the emergency control group - a committee equally comprised of elected officials and traditional tribal elders - to restrict access to the reserve.

That meant setting up checkpoints at eight of the 22 concession roads entering the territory and closing the rest.

Residents were given vehicle ID badges with QR codes so police manning the checkpoints could easily scan them without having physical contact with the passengers. For trucks bringing in food and other supplies, a work order or invoice has to be provided.

All these steps were necessary to keep out the tens of thousands of visitors Hill says the territory gets for shopping and recreation.

"They're coming from highly populated areas like the Greater Toronto Area so there was potentially a higher risk of exposure to the virus," said Hill.

Getting the word out within the territory was itself a major task. There are approximately 15,000 residents in the reserve - most of whom are Haudenosaunee, known in French as the Iroquois - clustered in smaller communities spread across more than 180 square kilometres.

Newsletters and fliers were distributed to every home, news releases were issued through the tribal council's website, and a daily briefing on Facebook has kept community members apprised of every step of the lockdown.

"It's just pulling all of the resources we have in every department to put out messaging," said tribal councillor Nathan Wright, one of the elected officials on the emergency control group. "Not only from the standpoint of the health and safety perspective but also for mental health reasons."

"We recognize that mental health is an issue because of the measures that public health has taken. We have been secluded in our homes, so continuing to put that support out there for the community is important."

At its peak, there were 11 confirmed cases of COVID-19 in the Six Nations of the Grand River, and one person died on April 9. There are currently no active cases in the territory.

Hagersville, Ont., a town of less than 3,000 people just outside of the reserve, has had one of the worst outbreaks in the province, with the Anson Place nursing home having 28 confirmed resident cases, 29 confirmed staff cases and 23 resident deaths.

Wright says that like most Canadians, the people of the Six Nations of the Grand River are anxious to get back to normal life.

"When are we going to see a normal? What's it going to look like?" said Wright. "That's the work that we're undertaking in the next couple of weeks.

"I would say it's been an overwhelming positive response. I'm pretty proud of our community in terms of how they have responded."

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**Mexico decriminalizes abortion, extending Latin American trend of widening access to procedure**

Prosecutors seeking new indictment for Hunter Biden before end of September

Pence rails against Trump's 'siren song of populism' as he tries to energize his 2024 campaign

## REAL ESTATE NEWS



**'Growing in popularity': More Canadians buying homes with family, friends amid affordability crisis, survey says**

'Affordability continues to deteriorate': GTA condo sales hit 23-year low in July, building association says

Toronto is now the closest it's been to a 'buyer's market' since January: RBC

## SPORTS NEWS



**Hockey Canada summit to tackle toxic masculinity as a root problem in sport's culture**

## ENTERTAINMENT NEWS



**Freddie Mercury bangle sets record for rock star jewelry in auction of his prized possessions**

## LIFESTYLE NEWS



**Tennis ball wasteland? Game grapples with a fuzzy yellow recycling problem**

Canada bests Slovenia 100-89 for first-ever semifinal berth at FIBA World Cup

France boosts security at Rugby World Cup. The hosts don't want another failure before Olympics

Hollywood readies for a season with stars on the sidelines

TIFF CEO Cameron Bailey on the film festival amid actors strike, sponsorship hurdles

Carmakers are failing the privacy test. Owners have little or no control of the data they hand over

EU targets Apple, Amazon, Alphabet, ByteDance, Meta, Microsoft in next phase of digital crackdown

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This is **Exhibit "C"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023



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A Commissioner for Taking Affidavits

## Supply Agreement

## General Terms &amp; Conditions

## (Export Blendgrade and USLD)

This is a Guaranteed Supply Agreement dated 06/01/2022 between OTE USA LLC ("OTE USA") 1504 E Grand River Ave Suite 200 East Lansing, MI 48823, and Original Traders Energy LP ("Original Traders") with offices at 1110 Highway 54, Caledonia, ON N3W 2G9.

**1. Definitions.** "Products" means blend-only gasoline of grades as are generally offered to OTE USA Wholesale Reseller customers at the Terminal from time to time. "Terminal" and "Awarded Monthly Volume," respectively, refer to the terminal and the associated quantities (in gallons) listed in the table in Section 3. "Month" means a calendar month. "Business Day" means any day other than a Saturday, Sunday, or U.S. legal public holiday. All other uses of the word "day" without capitalization refer to a calendar day. "Nomination" has the meaning set forth in Section 3(A). "Accepted Nomination" means a Nomination for a particular month and Product that is: (a) accepted by OTE USA, (b) agreed by the parties, or (c) deemed in accordance with Section 3(A)(2).

**2. Term.** The term of this Agreement is from 05/01/2022 to 04/30/2027, inclusive.

**3. Quantity.** (A)(1) For each Month of the term, Original Traders shall submit a written nomination to OTE USA for its purchase of Product at the Terminal (each, a "Nomination"), and each Nomination is due to OTE USA 's designated representative by the fifth Business Day of the preceding the delivery Month. Each Nomination will specify the Monthly quantity of each Product at the applicable Terminal listed in the table below, provided, however, that the volume in each Nomination will not be less than 90% of the applicable Awarded Monthly Volume. OTE USA, in its sole discretion, will accept or reject each Nomination within three Business Days after receipt:

Terminal	Product	Dates	Awarded Monthly Volume
Romulus MI	Export Blendgrade	June 2022	6,000,000
Flat Rock	Export Blendgrade	June 2022	2,500,000
Detroit	USLD	June 2022	500,000

(2) In the event that: (a) Original Traders does not timely submit a Nomination for a delivery month; or (b) if OTE USA rejects a Nomination and OTE USA and Original Traders do not agree to an adjustment of the Nomination within two Business Days after OTE USA's rejection of such Nomination, the applicable Accepted Nomination for the immediately preceding delivery Month will be deemed as the Accepted Nomination for the delivery month. (3) Any desired change by Original Traders to its Nomination after OTE USA has accepted Original Traders' Nomination will be valid only upon the consent of OTE USA such consent shall be based on OTE USA's ability to supply the change, and not to be unreasonably withheld. (B)(1) During each Month, Original Traders shall purchase at least 90% of the Accepted Nomination of each Product at the associated Terminal. (2) OTE USA will not be obligated to supply Product for Original Traders' purchases in amounts greater than 110% of the applicable Accepted Nomination.

**4. Price.** The price per gallon for any given load of Product will be calculated in accordance with the formula corresponding to the Product and lifting Terminal. This price is calculated using the Terms for Supply of Petroleum Fuels Ex-Rack in Michigan as attached, and is calculated as the time of lifting ends.

**5. Remedies.** OTE USA may cancel this Agreement upon 15 days' advance written notice if, for any two consecutive months, Original Traders fails to purchase at least 90% of the Accepted Nominations at the associated Terminal as shown in the table in Section 3.

**6. General.** (A) THE ATTACHED PRODUCT SALES TERMS ARE PART OF THIS AGREEMENT, but the terms herein shall prevail over any conflicting terms in the Product Sales Terms. (B) This Agreement has been executed in two original counterparts. (C) Original Traders has the right to disclose the terms and conditions contained herein with its agents, employees, directors, and officers with a need to know, however, these terms and conditions are confidential, and any unauthorized disclosure by Original Traders without the express written consent of OTE USA is a material breach of this Agreement.

**PRODUCT SALES TERMS**

These terms will apply to any agreement to which they are attached, in which they are incorporated by reference, or which is found on the other side of these terms. In the event of a conflict between that agreement and these terms, that agreement will control. That agreement and these terms are collectively referred to below as the "Agreement", and the term "Products" refers to the petroleum products sold by OTE USA LLC ("Seller") under this Agreement to the buyer Original Traders Energy LP identified in this Agreement ("Buyer")

1. **Payment.** Payment terms are subject to change by Seller at any time. If Seller does not receive payment when due, it may impose a 2% late payment charge not to exceed the maximum amount allowed by law and if the account is placed for collection or suit is filed thereon, Seller will be entitled to attorney fees and court costs. **PAYMENTS TENDERED IN FULL SETTLEMENT OF A DISPUTED AMOUNT MUST BE CLEARLY LABELED AS SUCH AND SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO: Import/ Export Co-Ordinator/ Manager at 1504 E Grand River Ave Suite 200 East Lansing, MI 48823.** Seller may set off amounts owed by Buyer to Seller or its subsidiaries or affiliates against amounts owed by Seller to Buyer.
2. **Taxes.** Buyer shall pay, and indemnify Seller for, all taxes, fees, duties, environmental levies, and other charges (whether imposed on manufacture, processing, use, purchase, sale, resale, delivery, receipt, title transfer, inspection, removal from storage, measurement or passage through a measurement device, receipt of payment, or other activity, and regardless of when imposed) relating to Products, or their raw materials or feedstocks. The sole exception to this obligation is taxes based on or measured by Seller's net income or worth. Upon account set up and upon request, Buyer shall promptly furnish Seller with the Buyer's appropriate state tax registration number(s), its federal identification number, all applicable state, provincial, and federal tax and importer and exporter registrations and any applicable tax exemption certificates. Buyer will promptly inform Seller of any changes to its tax registration or exemption status that may occur after account setup. Buyer shall be solely responsible for the direct payment of all taxes assessed by jurisdictions outside of the United States.
3. **Delivery.** Title and risk of loss will pass to Buyer at the "Ship From" location as the Product passes the transport inlet flange. Title and risk of loss will not be affected by Seller's ownership of the transportation assets, arrangement of shipment, and/or pre-payment or collection of shipment expenses from Buyer. Seller will have no obligation to deliver Product at the "Ship From" location unless Buyer, its agents, and its carriers have entered into, and are in compliance with, agreements governing access to the "Ship From" location. Buyer will pay and be responsible for any demurrage, fleeting, shifting, parking, detention, port, or other charges related to receipt or delivery of Product, unless solely caused by Seller. The Seller reserves the right to re-claim unpaid for products, and re-sell at the buyer's expense for freight.
4. **Quantity and Inspection.** Quantities will be determined by (in order of preference) calibrated meters; terminal tank gauges or shore tank downgauges; or any applicable ASTM method. Quantities may be temperature-adjusted to 60°F, at Seller's option, using built-in temperature compensators, standards accepted by government agency or industry accepted practice. Either party may require that Product quantity and quality be determined by a jointly selected, licensed petroleum inspector, whose findings will be conclusive. A refinery Certificate of Analysis (COA) will be issued for quality testing results. Customary inspection costs will be shared equally, but additional services will be paid for by the party requesting them.
5. **Compliance With Laws.** Buyer, its agents, and its carriers will comply with all laws, regulations, standards, and requirements ("Laws") applicable to the sale, delivery (including loading, unloading, and/or transloading), transportation, storage, use, management, and disposition of Products. Buyer specifically acknowledges that it will comply with all Laws applicable to importers of Products to Canada, including without limitation all Canadian federal and provincial import, compliance, and environmental Laws. For account setup and upon request, Buyer will provide Seller with documentation of registration with all applicable Canadian federal and provincial authorities, and any compliance reports required under Canadian federal and provincial Laws.
6. **Safety and Health.** Safety Data Sheets (SDS) for Products are available at the following internet address: [https://www.marathonbrand.com/Products/Safety\\_Data\\_Sheets\\_and\\_Labels/](https://www.marathonbrand.com/Products/Safety_Data_Sheets_and_Labels/). Buyer has received Safety Data Sheets and other information about the safety and health aspects of Products, will communicate this information to its employees, agents, carriers, and customers, and will require them to further communicate this information in a like manner.
7. **Warranties.** Seller warrants good title to all Products supplied hereunder at the time of delivery to Buyer, and that each Product supplied hereunder will comply with the current customer specifications at the time and place title thereto passes to Buyer. Buyer is responsible to provide to Seller any changes to the current customer specifications. Seller is not responsible to monitor foreign specifications and regulations. **OTE USA LLC DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PERFORMANCE OR QUALITY OF PRODUCTS SUPPLIED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR BUYER'S PARTICULAR OR INTENDED PURPOSES OR USAGE.** Seller will, at its option and its cost (including expense of return and re-delivery), remedy the defect in, replace, or refund the purchase price of, any Product that fails to meet this warranty. **THIS IS BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.**
8. **Claims.** All claims must be in writing. Product quality or quantity claims must be delivered to Seller within 30 days after delivery of the Product, and all other claims by Buyer must be delivered to Seller within 60 days after the event giving rise to the claim. Buyer

- will preserve, and permit Seller to inspect and sample, the subject Product. ANY LAWSUIT AGAINST SELLER WHICH INVOLVES THIS AGREEMENT OR THE SALE OF PRODUCTS MUST BE BROUGHT WITHIN 90 Days AFTER THE CAUSE OF ACTION ACCRUES.
9. **Limitation of Liability.** IN NO EVENT WILL SELLER'S LIABILITY FOR DAMAGES (WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) EXCEED THE PURCHASE PRICE OF THE PRODUCT CONCERNED NOR WILL SELLER BE LIABLE FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  10. **Force Majeure and Allocation.** Neither party will be liable to the other for any delay or failure in performance (other than to make payments when due) to the extent that it is caused by circumstances beyond its reasonable control, or by fire; explosion; flood; earthquake; storm; act of God; mechanical breakdown; sabotage or vandalism; strike or other labor disturbance (Seller will not be required to settle a labor dispute or take an action that might involve it in a labor dispute); shortages of, or delays in obtaining, crude oil, feedstocks, raw materials or finished products, equipment, labor, transportation, or storage; interruption of utility services; or compliance with any law, regulation or order (regardless of validity) of any governmental or military authority. Further, if Seller at any time decides that its Product supply is insufficient to meet the actual or forecasted needs of Seller, its divisions, and subsidiaries, and its and their customers (whether under contract or not), Seller may allocate its supply among all of them in any fair and reasonable manner determined by Seller.
  11. **Indemnity.** Buyer will indemnify and defend Seller and its employees and agents against any loss, claim, liability (actual or alleged), fine, or expense (including court costs, attorney fees, and litigation expenses), of any kind (including those based in tort, warranty, or strict liability), arising out of, or in connection with: (i) the performance of this Agreement; (ii) any failure of Buyer, its agents or employees to comply with the terms and conditions of this Agreement; or (iii) any act or failure to act in the handling, storage, transportation, loading, unloading, transloading, resale, or other use, by Buyer or others, of a Product sold under this Agreement.
  12. **Default.** Seller may terminate this Agreement in the event of a material default by Buyer which is not cured within 10 days after notice of default is given. Seller may also terminate this Agreement at once (and Buyer will have no right to cure) if Buyer either fails to pay any amount when due or violates the provisions. The right to terminate is in addition to any other remedy that may be available. A waiver of a default in one instance does not extend to any subsequent default.
  13. **General.** (A) The sale of Products to Buyer, and this Agreement, will be governed by Michigan law, without giving effect to its principles of conflict of laws provisions and excluding the United Nations Convention on Contracts for the International Sales of Goods. If either party brings against the other party any proceeding arising out of this Agreement, that party will bring that proceeding only in the United States District Court for the District of Michigan or in any state court of Michigan. (B) Buyer's obligations in paragraphs above will survive termination of this Agreement. (C) The invalidity or unenforceability of any part of this Agreement will not affect the validity or enforceability of its remaining provisions. (D) This Agreement, and any rights or duties under it may not be assigned or delegated by Buyer; any attempted assignment or delegation by Buyer will be void. (E) In the event of a sale or transfer of all or substantially all of Buyer's equity shares or assets, or a controlling interest in either, by merger, acquisition, exchange, joint venture, or other similar transaction, Seller may, at its sole option, immediately terminate this Agreement. (F) No claim or notice relating to this Agreement to be given to Seller will be valid unless sent by certified mail return receipt requested or by a national overnight courier service to Seller addressed as follows: Sr. Vice President, OTE USA LLC 1504 E Grand River Ave East Lansing MI 48823. All notices given by Seller to Buyer may be sent to the addresses shown on the most recent written correspondence sent to Seller by Buyer, or to such addresses as may be requested in writing by Buyer in the future. (G) No amendment or modification of this Agreement will be valid unless made in a writing signed by authorized representatives of both parties. Any attempt by either party, through a job order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Agreement will be deemed immaterial and will be void, unless contained in an amendment executed as specified hereinabove. (H) No failure to exercise or election not to exercise any of a party's rights hereunder will constitute any waiver or modification of such rights or be deemed to be a course of performance or dealing, modifying, or waiving the parties' rights, remedies, duties, obligations or liabilities under this Agreement or any part thereof. (I) This Agreement contains the entire agreement of the parties with respect to its subject matter.
  14. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, and other legal representatives, and, to the extent permitted, their respective successors and permitted assigns. In addition, any obligations, entitlements, and rights created under the terms of this agreement shall survive any breach, default, or termination by either the seller or the buyer.

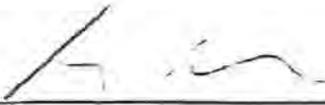
By OTE USA LLC

Original Traders Energy LP

Date: June 1<sup>st</sup>, 2022

BY:   
Brian Page

Vice President/Owner

BY:   
Glenn Page

President/Owner

June 22, 2022

This is **Exhibit "D"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

A handwritten signature in black ink, appearing to read "A. Blum".

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A Commissioner for Taking Affidavits

**Original Traders Energy LP**

**Financial Statements**  
(Unaudited)

**December 31, 2019**



T 905 522 6555 F 905 522 6574 6th Floor, One James Street South Hamilton ON L8P 4R5

July 24, 2020

## Independent Practitioner's Review Engagement Report

To the Partners of Original Traders Energy LP

We have reviewed the accompanying financial statements of Original Traders Energy LP that comprise the balance sheet as at December 31, 2019, and the statements of partners' surplus (deficit), operations and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Practitioner's Responsibility**

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

### **Conclusion**

Based on our review nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of Original Traders Energy LP as at December 31, 2019, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

*Pettinelli Mastroianni LLP*

**Chartered Accountants  
Licensed Public Accountants**

**PETTINELLI MASTROLUISI LLP**  
CHARTERED ACCOUNTANTS

**Hamilton, Ontario**

## Original Traders Energy LP

Balance Sheet  
(Unaudited)

	December 31	
	2019	2018
<b>Assets</b>		
Current assets		
Cash	\$ 2,381,428	\$ 3,404
Accounts receivable (Note 2)	3,247,062	1,790,991
Inventory (Note 3)	1,392,835	688,380
Prepaid expenses	12,624	39,407
	<u>7,033,949</u>	<u>2,522,182</u>
Promissory notes receivable (Note 4)	595,485	65,000
Mortgage receivable	-	175,300
Due from related limited partnership (Note 5)	287,655	363,184
Property, plant and equipment (Note 6)	<u>3,201,714</u>	<u>2,644,494</u>
	<u>\$ 11,118,803</u>	<u>\$ 5,770,160</u>
<b>Liabilities</b>		
Current liabilities		
Accounts payable and accrued liabilities (Note 8)	\$ 7,633,204	\$ 3,687,471
Unearned revenue	13,014	-
	<u>7,646,218</u>	<u>3,687,471</u>
Promissory notes payable (Note 9)	268,304	1,157,700
Loan payable (Note 10)	-	1,250,000
	<u>7,914,522</u>	<u>6,095,171</u>
<b>Partners' surplus (deficit)</b>		
Partners' capital (deficit)	(427,478)	291,750
Undistributed surplus (deficit)	<u>3,631,759</u>	<u>(616,761)</u>
	<u>3,204,281</u>	<u>(325,011)</u>
	<u>\$ 11,118,803</u>	<u>\$ 5,770,160</u>

See accompanying notes to the financial statements.

APPROVED BY THE PARTNERS:

\_\_\_\_\_ Partner

\_\_\_\_\_ Partner

## Original Traders Energy LP

### Statement of Partners' Surplus (Deficit)

(Unaudited)

Year ended December 31, 2019

	Balance at beginning of the year	Contributions	Drawings	Adjustments	Share of net income	Balance at end of the year
Original Traders Energy Ltd.	\$ (515)	\$ -	\$ -	\$ -	\$ 3,631	\$ 3,116
Miles Hill	(84,348)	-	(7,243)	(45,184)	1,209,376	1,072,601
Scott Hill	(84,398)	-	(31,024)	(45,184)	1,209,376	1,048,770
2584861 Ontario Inc.	(107,078)	-	(96,250)	203,328	-	-
2658658 Ontario Inc.	(48,672)	32,050	-	(112,960)	1,209,376	1,079,794
	<u>\$ (325,011)</u>	<u>\$ 32,050</u>	<u>\$ (134,517)</u>	<u>\$ -</u>	<u>\$ 3,631,759</u>	<u>\$ 3,204,281</u>

See accompanying notes to the financial statements.

## Original Traders Energy LP

Statement of Operations  
(Unaudited)

	Year ended December 31	
	2019	2018
Sales	\$ 89,873,689	\$ 31,720,794
Cost of sales	<u>79,135,974</u>	<u>31,196,848</u>
Gross profit	10,737,715	523,946
Expenses		
Repairs and maintenance	2,269,226	13,357
Wages and benefits	1,954,575	545,140
Professional fees	1,168,600	106,940
Commissions	384,065	24,737
Insurance	308,110	82,003
Advertising and promotion	212,365	80,195
Amortization	200,076	82,445
Rent	161,868	30,300
Security	160,903	1,878
Travel and automotive	111,418	62,787
Interest and bank charges	83,979	16,745
Office and general	76,263	44,841
Computer expense	62,000	16,741
Meals and entertainment	49,024	6,806
Consulting fees	48,834	-
Telephone and utilities	42,277	11,090
Memberships	12,469	-
Training and seminars	8,528	2,512
Supplies	5,601	1,334
Equipment rental	4,957	5,967
Miscellaneous	-	6,714
	<u>7,325,138</u>	<u>1,142,532</u>
Income (loss) from operations	<u>3,412,577</u>	<u>(618,586)</u>
Other income		
Gain on foreign exchange	202,941	-
Interest income	13,467	1,825
Miscellaneous income	2,774	-
	<u>219,182</u>	<u>1,825</u>
Net income (loss) for the year	<u>\$ 3,631,759</u>	<u>\$ (616,761)</u>

See accompanying notes to the financial statements.

## Original Traders Energy LP

Statement of Cash Flows  
(Unaudited)

	Year ended December 31	
	2019	2018
Cash flows from (used in) operating activities		
Net income (loss) for the year	\$ 3,631,759	\$ (616,761)
Item not involving cash		
Amortization	200,076	82,445
	<u>3,831,835</u>	<u>(534,316)</u>
Net change in non-cash working capital balances relating to operations		
Increase in accounts receivable	(1,456,071)	(1,790,991)
Increase in inventory	(704,455)	(688,380)
Decrease (increase) in prepaid expenses	26,783	(39,407)
Increase in accounts payable and accrued liabilities	3,945,733	3,687,471
Increase in unearned revenue	13,014	-
	<u>1,825,004</u>	<u>1,168,693</u>
	<u>5,656,839</u>	<u>634,377</u>
Cash flows from (used in) investing activities		
Issuance of promissory notes receivable	(530,485)	(65,000)
Mortgage receivable issued	-	(400,000)
Mortgage payments received	175,300	224,700
Purchase of property, plant and equipment	(757,296)	(2,726,939)
	<u>(1,112,481)</u>	<u>(2,967,239)</u>
Cash flows from (used in) financing activities		
Advances to related limited partnership	-	(376,511)
Repayments from related limited partnership	75,529	13,327
Proceeds from promissory notes payable	-	1,157,700
Repayments of promissory notes payable	(889,396)	-
Repayment of loan payable	(1,250,000)	(250,000)
Proceeds from loan payable	-	1,500,000
Capital contributions (withdrawals)	(102,467)	291,750
	<u>(2,166,334)</u>	<u>2,336,266</u>
Net increase in cash during the year	2,378,024	3,404
Cash at beginning of the year	<u>3,404</u>	<u>-</u>
Cash at end of the year	<u>\$ 2,381,428</u>	<u>\$ 3,404</u>

See accompanying notes to the financial statements.

## Original Traders Energy LP

### Notes to Financial Statements (Unaudited)

**December 31, 2019**

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#### Nature of operations

Original Traders Energy LP (the "Partnership") was formed under the laws of the Province of Ontario by the Partnership Agreement dated July 2017 between Original Traders Energy Ltd., the General Partner, and the Limited Partners described therein. The Partnership was formed to directly perform fuel distribution in the Province of Ontario.

#### Basis of accounting

These financial statements pertain to the Partnership carried on under the name of Original Traders Energy LP and accordingly do not include the assets, liabilities, revenue and expenses of the individual partners. The financial statements do not contain any charges for salaries or interest paid to the limited partners and no provision has been made in the financial statements for the effect of personal income taxes on the net income for the period.

#### 1. Significant accounting policies

These financial statements are prepared in accordance with Canadian accounting standards for private enterprises. The significant accounting policies are detailed as follows:

##### Cash

Cash consists of cash on hand and balances held with financial institutions, net of outstanding cheques and deposits.

##### Inventory

Inventory, consisting of unleaded and diesel gasoline, is valued at the lower of cost and net realizable value. Cost is determined using the average cost method. Net realizable value is the estimated selling price in the ordinary course of business, less any applicable variable selling costs.

##### Property, plant and equipment

Property, plant and equipment are recorded at cost. The Partnership provides for amortization using the declining balance method at rates designed to amortize the cost of the property, plant and equipment over their estimated useful lives. The annual amortization rates are as follows:

Buildings	4%
Equipment	20%
Office equipment	20%
Computer equipment	55%
Computer software	100%

Amortization of leasehold improvements is recorded on a straight-line basis over the remaining term of the lease plus the first renewal option.

# Original Traders Energy LP

## Notes to Financial Statements (Unaudited)

**December 31, 2019**

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### 1. Significant accounting policies, continued

#### Revenue recognition

Revenue is recognized when the product is shipped, the customer takes ownership and assumes the risk of loss, there is persuasive evidence that an arrangement exists, the sales price is fixed or determinable and collection is reasonably assured. Revenue is recorded net of any applicable discounts or other allowances.

#### Income taxes

No provision has been made for income taxes in these financial statements, as the income will be taxable to the corporate/individual partners.

#### Foreign exchange

Monetary assets and liabilities of the Partnership which are denominated in foreign currencies are translated at year end exchange rates. Other assets and liabilities are translated at rates in effect at the date the assets were acquired and liabilities incurred. Revenues and expenses are translated at the rates of exchange in effect at their transaction dates. The resulting gains or losses are included in the income (loss).

#### Use of estimates

The preparation of financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the balance sheet date and the reported amounts of revenues and expenses during the year. Actual results could differ from those estimates.

#### Financial instruments

##### Measurement of financial instruments

The Partnership initially measures its financial assets and liabilities at fair value, except for certain related party transactions that are measured at the carrying amount or exchange amount, as appropriate.

The Partnership subsequently measures all its financial assets and financial liabilities at cost or amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Changes in fair value are recognized in net income (loss) in the period incurred.

Financial assets measured at amortized cost include cash, accounts receivable, promissory notes receivable, mortgage receivable and due from related limited partnership.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities, promissory notes payable and loan payable.

The Partnership has not designated any financial asset or financial liability to be measured at fair value.

## Original Traders Energy LP

### Notes to Financial Statements (Unaudited)

**December 31, 2019**

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#### 1. Significant accounting policies, continued

##### Financial instruments, continued

##### Impairment

For financial assets measured at cost or amortized cost, the Partnership determines whether there are indications of possible impairment. When there is an indication of impairment, and the Partnership determines that a significant adverse change has occurred during the period in the expected timing or amount of future cash flows, a write-down is recognized in net income (loss). A previously recognized impairment loss may be reversed to the extent of the improvement. The carrying amount of the financial asset may not be greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of the reversal is recognized in net income (loss) for the year.

##### Transaction costs

Transaction costs related to financial instruments that will be subsequently measured at fair value are recognized in net income (loss) in the period incurred. Transaction costs related to financial instruments subsequently measured at amortized cost are included in the original cost of the asset or liability and recognized in net income (loss) over the life of the instrument using the straight-line method.

#### 2. Accounts receivable

	<b>December 31</b>	
	<b>2019</b>	<b>2018</b>
Accounts receivable - trade	\$ 2,555,280	\$ 979,407
HST receivable	680,298	75,398
Accounts receivable - CBSA	<u>11,484</u>	<u>736,186</u>
	<u>\$ 3,247,062</u>	<u>\$ 1,790,991</u>

#### 3. Inventory

Inventory consists of unleaded and diesel gasoline. During the year, inventory totaling \$71,887,819 (2018 - \$30,327,499) was expensed through cost of sales.

## Original Traders Energy LP

### Notes to Financial Statements (Unaudited)

**December 31, 2019**

#### 4. Promissory notes receivable

	December 31	
	2019	2018
Note receivable from Walpole	\$ 65,000	\$ 65,000
Note receivable from Gen7 Hiawatha	280,485	-
Note receivable from Gen7 Melbourne	<u>250,000</u>	<u>-</u>
	<u>\$ 595,485</u>	<u>\$ 65,000</u>

The promissory notes receivable are unsecured, non-interest bearing and are repaid in instalments consistent with the payments made for the purchase of motor fuel. Instalments are calculated by multiplying \$0.005 by the number of litres of motor fuel being purchased. All promissory notes receivable are due on, or before, October 1, 2021. If a promissory note has not been fully repaid by October 1, 2021 the remaining balance becomes due on demand.

#### 5. Due from related limited partnership

	December 31	
	2019	2018
Due from Gen7 Fuel Management Services LP	<u>\$ 287,655</u>	<u>\$ 363,184</u>

All of the limited partners in the Partnership are also limited partners in Gen7 Fuel Management Services LP. The balance due from the related limited partnership is unsecured, non-interest bearing with no specific terms of repayment. Since the Partnership has indicated that it is not its intention to request payment of this amount during the next fiscal year, this amount has been classified as a non-current asset in the accompanying financial statements.

#### 6. Property, plant and equipment

	December 31			
	Cost	Accumulated Amortization	2019 Net Book Value	2018 Net Book Value
Buildings	\$ 3,171,149	\$ 151,255	\$ 3,019,894	\$ 2,514,953
Equipment	69,344	6,934	62,410	-
Office equipment	25,901	6,735	19,166	23,958
Leasehold improvements	92,495	3,562	88,933	24,375
Computer equipment	29,032	17,721	11,311	21,012
Computer software	<u>96,314</u>	<u>96,314</u>	<u>-</u>	<u>60,196</u>
	<u>\$ 3,484,235</u>	<u>\$ 282,521</u>	<u>\$ 3,201,714</u>	<u>\$ 2,644,494</u>

## Original Traders Energy LP

### Notes to Financial Statements (Unaudited)

**December 31, 2019**

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**7. Line of credit**

A line of credit has been authorized by the bank to a maximum of \$1,000,000 and bears interest at the Royal Bank of Canada's (RBC) prime lending rate plus 1.50%. A general security agreement covering all assets of the Partnership has been pledged as security. As at December 31, 2019, \$Nil (2018 - \$Nil) had been drawn on the line of credit.

**8. Accounts payable and accrued liabilities**

Government remittances consist of amounts (such as sales taxes, payroll taxes, health taxes and workers' safety insurance premiums) required to be paid to government authorities and are recognized when amounts become due. In respect of government remittances, \$4,428,283 (2018 - \$1,530,434) is included in accounts payable and accrued liabilities.

**9. Promissory notes payable**

	<b>December 31</b>	
	<b>2019</b>	<b>2018</b>
Note payable to Miles Hill, due February 2022	\$ 69,413	\$ 300,000
Note payable to Scott Hill, due February 2022	92,113	299,000
Note payable to 2584861 Ontario Inc., due February 2022	64,328	384,200
Note payable to 2658658 Ontario Inc., due February 2022	<u>42,450</u>	<u>174,500</u>
	<u>\$ 268,304</u>	<u>\$ 1,157,700</u>

The promissory notes payable all bear interest at 1.00% at the discretion of the lenders, are secured by a general security agreement and have no specific terms of repayment. Interest has been waived in the current year.

**10. Loan payable**

The loan payable is unsecured, non-interest bearing with no specific terms of repayment.

## Original Traders Energy LP

### Notes to Financial Statements (Unaudited)

**December 31, 2019**

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#### 11. Partnership units

	December 31	
	2019	2018
Miles Hill - 333,333 (2018 - 260,000)	\$ 33,333	\$ 26,000
Scott Hill - 333,333 (2018 - 260,000)	33,333	26,000
2658658 Ontario Inc. - 333,333 (2018 - 150,000)	33,333	15,000
2584861 Ontario Inc. - Nil (2018 - 330,000)	-	33,000
	<u>\$ 99,999</u>	<u>\$ 100,000</u>

The Partnership is authorized to issue an unlimited number of partnership units and each partnership unit is entitled to one vote.

During the year, the partnership units held by 2584861 Ontario Inc. were purchased by the three remaining limited partners for proceeds equal to the company's initial contribution. The units were purchased on a pro rata basis so the end result was the partnership being owned equally by the three remaining limited partners.

#### 12. Related party transactions

The following transactions took place between the Partnership and Gen7 Fuel Management Services LP, a limited partnership under common control, during the year:

	2019	2018
Freight	<u>\$ 6,755,231</u>	<u>\$ 361,087</u>

These transactions are in the normal course of operations and have been valued in these financial statements at the exchange amount which is the amount of consideration established and agreed to by the related parties.

## Original Traders Energy LP

### Notes to Financial Statements (Unaudited)

December 31, 2019

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#### 13. Financial instruments

Transactions in financial instruments may result in an entity assuming or transferring to another party one or more of the financial risks described below. The required disclosures provide information that assists users of financial statements in assessing the extent of risk related to financial instruments.

##### Foreign exchange risk

The Partnership is exposed to foreign exchange risk in United States dollars. Foreign exchange risk is the risk that the exchange rate that was in effect on the date that an obligation in a foreign currency was made to the Partnership by a customer, or that an obligation in a foreign currency was made to the Partnership to a supplier, is different at the time of settlement than it was at the time that the obligation was determined. The Partnership reduces its exposure to foreign exchange risk by carefully monitoring exchange rates on obligations that are made to the Partnership. The Partnership did not have any hedges at the time that the financial statements were issued. The Partnership does not utilize financial instruments to manage its foreign exchange risk. The Partnership maintains adequate foreign currency balances in its bank provided by its customers that discharged their obligations to the Partnership in the related currency, to discharge its related foreign currency obligations.

##### Credit risk

The Partnership does have credit risk in accounts receivable of \$3,247,062 (2018 - \$1,790,991). Credit risk is the risk that one party to a transaction will fail to discharge an obligation and cause the other party to incur a financial loss. The Partnership reduces its exposure to credit risk by performing credit valuations on a regular basis, granting credit upon a review of the credit history of the applicant and creating an allowance for bad debts when applicable. The Partnership maintains strict credit policies and limits in respect to counterparties. The Partnership also mitigates its credit risk by implementing weekly direct payments from their largest customers.

##### Concentration risk

The Partnership does have concentration risk. Concentration risk is the risk that a customer has more than ten percent of the total accounts receivable balance and thus there is a higher risk to the business in the event of a default by one of these customers. Concentrations of credit risk relates to groups of counterparties that have similar economic or industry characteristics that cause their ability to meet contractual obligations to be similarly affected by changes in economic or other conditions. At December 31, 2019, receivables from three customers comprised approximately 55% (2018 - 59%) of the total outstanding receivables. The Partnership reduces this risk by regularly assessing the credit risk associated with these accounts and closely monitoring any overdue balances.

##### Liquidity risk

The Partnership does have a liquidity risk in the accounts payable and accrued liabilities of \$7,633,204 (2018 - \$3,687,471). Liquidity risk is the risk that the Partnership cannot repay its obligations when they become due to its creditors. The Partnership reduces its exposure to liquidity risk by ensuring that it documents when authorized payments become due, maintains an adequate line of credit to repay trade creditors and repays long term debt interest and principal as they become due.

**Original Traders Energy LP****Notes to Financial Statements**  
(Unaudited)**December 31, 2019**

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**14. Subsequent events**

On March 11, 2020 the World Health Organization declared the outbreak of the coronavirus ("COVID-19"), a pandemic resulting in economic uncertainties potentially affecting the Partnership's cash flows, financial position and results of operations. It is not possible to reliably estimate the length or effect of these developments due to uncertainties including the ultimate geographic spread of the virus, the severity of the disease, the duration of the outbreak, and actions that may be taken by government authorities to contain COVID-19 or to treat its impact.

This is **Exhibit "E"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

A handwritten signature in black ink, appearing to read "A. B. Ryan".

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A Commissioner for Taking Affidavits

**Original Traders Energy LP**

**Financial Statements**  
(Unaudited)

**December 31, 2020**



T 905 522 6555 F 905 522 6574 6th Floor, One James Street South Hamilton ON L8P 4R5

June 11, 2021

## Independent Practitioner's Review Engagement Report

To the Partners of Original Traders Energy LP

We have reviewed the accompanying financial statements of Original Traders Energy LP that comprise the balance sheet as at December 31, 2020, and the statements of partners' surplus, operations and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Practitioner's Responsibility*

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

### *Conclusion*

Based on our review nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of Original Traders Energy LP as at December 31, 2020, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

**Chartered Professional Accountants  
Licensed Public Accountants**

**Hamilton, Ontario**

## Original Traders Energy LP

**Balance Sheet**  
(Unaudited)

	December 31	
	2020	2019
<b>Assets</b>		
Current assets		
Cash	\$ 3,081,420	\$ 2,381,428
Accounts receivable (Note 2)	5,917,485	3,247,062
Inventory (Note 3)	2,322,433	1,392,835
Prepaid expenses	<u>377,912</u>	<u>12,624</u>
	11,699,250	7,033,949
Promissory notes receivable (Note 4)	1,907,682	595,485
Due from related limited partnership (Note 5)	300,769	287,655
Property, plant and equipment (Note 6)	<u>9,330,951</u>	<u>3,201,714</u>
	<u>\$ 23,238,652</u>	<u>\$ 11,118,803</u>
<b>Liabilities</b>		
Current liabilities		
Accounts payable and accrued liabilities (Note 8)	\$ 12,320,147	\$ 7,633,204
Unearned revenue	37,112	13,014
Loan payable (Note 10)	<u>1,050,000</u>	<u>-</u>
	13,407,259	7,646,218
Promissory notes payable (Note 9)	<u>268,304</u>	<u>268,304</u>
	13,675,563	7,914,522
<b>Partners' surplus</b>		
Partners' capital (deficit)	3,204,281	(427,478)
Undistributed surplus	<u>6,358,808</u>	<u>3,631,759</u>
	<u>9,563,089</u>	<u>3,204,281</u>
	<u>\$ 23,238,652</u>	<u>\$ 11,118,803</u>

See accompanying notes to the financial statements.

**APPROVED BY THE PARTNERS:**

\_\_\_\_\_ Partner

\_\_\_\_\_ Partner

## Original Traders Energy LP

Statement of Partners' Surplus  
(Unaudited)  
Year ended December 31, 2020

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	Balance at beginning of the year	Share of net income	Balance at end of the year
Original Traders Energy Ltd.	\$ 3,116	\$ 6,359	\$ 9,475
Miles Hill	1,072,601	2,117,483	3,190,084
Scott Hill	1,048,770	2,117,483	3,166,253
2658658 Ontario Inc.	<u>1,079,794</u>	<u>2,117,483</u>	<u>3,197,277</u>
	<u>\$ 3,204,281</u>	<u>\$ 6,358,808</u>	<u>\$ 9,563,089</u>

See accompanying notes to the financial statements.

## Original Traders Energy LP

Statement of Operations  
(Unaudited)

	Year ended December 31	
	2020	2019
Sales	\$ 94,144,524	\$ 89,873,689
Cost of sales	<u>76,387,239</u>	<u>79,135,974</u>
Gross profit	17,757,285	10,737,715
Expenses		
Wages and benefits	5,252,409	1,954,575
Professional fees	1,215,792	1,168,600
Consulting fees	1,188,841	48,834
Repairs and maintenance	1,152,211	2,269,226
Advertising and promotion	681,354	212,365
Insurance	613,805	308,110
Security	335,334	160,903
Travel and automotive	280,656	111,418
Amortization	277,984	200,076
Computer expense	207,398	62,000
Office and general	177,434	76,263
Interest and bank charges	80,260	83,979
Telephone and utilities	61,359	42,277
Rent	44,315	161,868
Meals and entertainment	41,752	49,024
Supplies	24,201	5,601
Equipment rental	9,640	4,957
Memberships	5,796	12,469
Training and seminars	5,571	8,528
Commissions	-	384,065
	<u>11,656,112</u>	<u>7,325,138</u>
Income from operations	<u>6,101,173</u>	<u>3,412,577</u>
Other income		
Gain on foreign exchange	233,894	202,941
Interest income	12,177	13,467
Government assistance (Note 12)	11,564	-
Miscellaneous income	-	2,774
	<u>257,635</u>	<u>219,182</u>
Net income for the year	<u>\$ 6,358,808</u>	<u>\$ 3,631,759</u>

See accompanying notes to the financial statements.

## Original Traders Energy LP

## Statement of Cash Flows

(Unaudited)

	Year ended December 31	
	2020	2019
Cash flows from (used in) operating activities		
Net income for the year	\$ 6,358,808	\$ 3,631,759
Item not involving cash		
Amortization	<u>277,984</u>	<u>200,076</u>
	<u>6,636,792</u>	<u>3,831,835</u>
Net change in non-cash working capital balances relating to operations		
Increase in accounts receivable	(2,670,423)	(1,456,071)
Increase in inventory	(929,598)	(704,455)
Decrease (increase) in prepaid expenses	(365,288)	26,783
Increase in accounts payable and accrued liabilities	4,686,943	3,945,733
Increase in unearned revenue	<u>24,098</u>	<u>13,014</u>
	<u>745,732</u>	<u>1,825,004</u>
	<u>7,382,524</u>	<u>5,656,839</u>
Cash flows from (used in) investing activities		
Issuance of promissory notes receivable	(1,575,593)	(530,485)
Repayment of promissory notes receivable	263,396	-
Mortgage payments received	-	175,300
Purchase of property, plant and equipment	<u>(6,407,221)</u>	<u>(757,296)</u>
	<u>(7,719,418)</u>	<u>(1,112,481)</u>
Cash flows from (used in) financing activities		
Advances to related limited partnership	(13,114)	-
Repayments from related limited partnership	-	75,529
Repayments of promissory notes payable	-	(889,396)
Repayment of loan payable	(450,000)	(1,250,000)
Proceeds from loan payable	1,500,000	-
Capital contributions (withdrawals)	<u>-</u>	<u>(102,467)</u>
	<u>1,036,886</u>	<u>(2,166,334)</u>
Net increase in cash during the year	699,992	2,378,024
Cash at beginning of the year	<u>2,381,428</u>	<u>3,404</u>
Cash at end of the year	<u>\$ 3,081,420</u>	<u>\$ 2,381,428</u>

See accompanying notes to the financial statements.

# Original Traders Energy LP

## Notes to Financial Statements

(Unaudited)

**December 31, 2020**

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### Nature of operations

Original Traders Energy LP (the "Partnership") was formed under the laws of the Province of Ontario by the Partnership Agreement dated July 2017 between Original Traders Energy Ltd., the General Partner, and the Limited Partners described therein. The Partnership was formed to provide wholesale fuel distribution to First Nations communities.

### Basis of accounting

These financial statements pertain to the Partnership carried on under the name of Original Traders Energy LP and accordingly do not include the assets, liabilities, revenue and expenses of the individual partners. These financial statements do not contain any charges for salaries or interest paid to the limited partners and no provision has been made in the financial statements for the effect of personal income taxes on the net income for the period.

#### 1. Significant accounting policies

These financial statements are prepared in accordance with Canadian accounting standards for private enterprises. The significant accounting policies are detailed as follows:

##### Cash

Cash consists of cash on hand and balances held with financial institutions, net of outstanding cheques and deposits.

##### Inventory

Inventory, consisting of unleaded and diesel gasoline, is valued at the lower of cost and net realizable value. Cost is determined using the average cost method. Net realizable value is the estimated selling price in the ordinary course of business, less any applicable variable selling costs.

##### Property, plant and equipment

Property, plant and equipment are recorded at cost. The Partnership provides for amortization using the declining balance method at rates designed to amortize the cost of the property, plant and equipment over their estimated useful lives. The annual amortization rates are as follows:

Blending sites	4%
Equipment	20%
Office equipment	20%
Computer equipment	55%
Computer software	100%

Amortization of leasehold improvements is recorded on a straight-line basis over the remaining term of the lease plus the first renewal option.

**Original Traders Energy LP****Notes to Financial Statements**

(Unaudited)

**December 31, 2020**

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**1. Significant accounting policies, continued****Revenue recognition**

Revenue is recognized when the product is shipped, the customer takes ownership and assumes the risk of loss, there is persuasive evidence that an arrangement exists, the sales price is fixed or determinable and collection is reasonably assured. Revenue is recorded net of any applicable discounts or other allowances. No HST is collected on revenue as all sales are made to exempt parties.

**Income taxes**

No provision has been made for income taxes in these financial statements, as the income will be taxable to the corporate/individual partners.

**Government assistance**

Government assistance provided for non-capital expenditures of the current period have been accounted for as other income. Government assistance provided for expenses of future periods is initially deferred and subsequently recognized to other income as eligible expenditures are incurred.

**Foreign exchange**

Monetary assets and liabilities of the Partnership which are denominated in foreign currencies are translated at year end exchange rates. Other assets and liabilities are translated at rates in effect at the date the assets were acquired and liabilities incurred. Revenues and expenses are translated at the rates of exchange in effect at their transaction dates. The resulting gains or losses are included in net income.

**Use of estimates**

The preparation of financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the balance sheet date and the reported amounts of revenues and expenses during the year. Actual results could differ from those estimates.

**Original Traders Energy LP****Notes to Financial Statements**

(Unaudited)

**December 31, 2020**

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**1. Significant accounting policies, continued****Financial instruments****Measurement of financial instruments**

The Partnership initially measures its financial assets and liabilities at fair value, except for certain related party transactions that are measured at the carrying amount or exchange amount, as appropriate.

The Partnership subsequently measures all its financial assets and financial liabilities at cost or amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Changes in fair value are recognized in net income in the period incurred.

Financial assets measured at amortized cost include cash, accounts receivable, promissory notes receivable and due from related limited partnership.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities, promissory notes payable and loan payable.

The Partnership has not designated any financial asset or financial liability to be measured at fair value.

**Impairment**

For financial assets measured at cost or amortized cost, the Partnership determines whether there are indications of possible impairment. When there is an indication of impairment, and the Partnership determines that a significant adverse change has occurred during the period in the expected timing or amount of future cash flows, a write-down is recognized in net income. A previously recognized impairment loss may be reversed to the extent of the improvement. The carrying amount of the financial asset may not be greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of the reversal is recognized in net income for the year.

**Transaction costs**

Transaction costs related to financial instruments that will be subsequently measured at fair value are recognized in net income in the period incurred. Transaction costs related to financial instruments subsequently measured at amortized cost are included in the original cost of the asset or liability and recognized in net income over the life of the instrument using the straight-line method.

**Notes to Financial Statements**  
(Unaudited)

**December 31, 2020**

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**2. Accounts receivable**

	<b>December 31</b>	
	<b>2020</b>	<b>2019</b>
Accounts receivable - trade	\$ 3,871,033	\$ 2,555,280
HST receivable	2,046,452	680,298
Accounts receivable - CBSA	-	11,484
	<u>5,917,485</u>	<u>3,247,062</u>
	<b>\$ 5,917,485</b>	<b>\$ 3,247,062</b>

**3. Inventory**

Inventory consists of unleaded and diesel gasoline. During the year, inventory totaling \$65,205,696 (2019 - \$71,770,062) was expensed through cost of sales.

**4. Promissory notes receivable**

	<b>December 31</b>	
	<b>2020</b>	<b>2019</b>
Note receivable from J. Maracle	\$ 583,418	\$ -
Note receivable from Walpole	345,051	65,000
Note receivable from Gen7 Hiawatha	293,460	280,485
Note receivable from Gen7 Quebec Expansion	260,753	-
Note receivable from Gen7 Melbourne	250,000	250,000
Note receivable from Gen7 Tyendinaga	<u>175,000</u>	<u>-</u>
	<u>\$ 1,907,682</u>	<u>\$ 595,485</u>
	<b>\$ 1,907,682</b>	<b>\$ 595,485</b>

The promissory notes receivable are unsecured, non-interest bearing with no set terms of repayment. All promissory notes receivable are due on, or before, October 1, 2022. If a promissory note has not been fully repaid by October 1, 2022 the remaining balance becomes due on demand.

## Notes to Financial Statements

(Unaudited)

**December 31, 2020****5. Due from related limited partnership**

	December 31	
	2020	2019
Due from Gen7 Fuel Management Services LP	\$ 300,769	\$ 287,655

All of the limited partners in the Partnership are also limited partners in Gen7 Fuel Management Services LP. The balance due from the related limited partnership is unsecured, non-interest bearing with no specific terms of repayment. Since the Partnership has indicated that it is not its intention to request repayment of this amount during the next fiscal year, this amount has been classified as a non-current asset in the accompanying financial statements.

**6. Property, plant and equipment**

	December 31			
			2020	2019
	Cost	Accumulated Amortization	Net Book Value	Net Book Value
Blending sites	\$ 9,567,888	\$ 399,986	\$ 9,167,902	\$ 3,019,894
Equipment	69,344	19,416	49,928	62,410
Office equipment	30,418	11,020	19,398	19,166
Leasehold improvements	92,495	8,187	84,308	88,933
Computer equipment	34,997	25,582	9,415	11,311
Computer software	96,314	96,314	-	-
	<u>\$ 9,891,456</u>	<u>\$ 560,505</u>	<u>\$ 9,330,951</u>	<u>\$ 3,201,714</u>

**7. Line of credit**

A line of credit has been authorized by the bank to a maximum of \$1,000,000 and bears interest at the Royal Bank of Canada's (RBC) prime lending rate plus 1.50%. A general security agreement covering all assets of the Partnership has been pledged as security. As at December 31, 2020, \$Nil (2019 - \$Nil) had been drawn on the line of credit.

**8. Accounts payable and accrued liabilities**

Government remittances consist of amounts (such as sales taxes, payroll taxes, health taxes and workers' safety insurance premiums) required to be paid to government authorities and are recognized when amounts become due. In respect of government remittances, \$7,976,591 (2019 - \$3,811,959) is included in accounts payable and accrued liabilities.

**Notes to Financial Statements**  
(Unaudited)

**December 31, 2020**

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**9. Promissory notes payable**

	<b>December 31</b>	
	<b>2020</b>	<b>2019</b>
Note payable to Miles Hill, due February 2022	\$ 69,413	\$ 69,413
Note payable to Scott Hill, due February 2022	92,113	92,113
Note payable to 2584861 Ontario Inc., due February 2022	64,328	64,328
Note payable to 2658658 Ontario Inc., due February 2022	<u>42,450</u>	<u>42,450</u>
	<u>\$ 268,304</u>	<u>\$ 268,304</u>

The promissory notes payable all bear interest at 1.00% at the discretion of the lenders, are secured by a general security agreement and have no specific terms of repayment. Interest has been waived in the current year.

**10. Loan payable**

The loan payable is part of an ongoing agreement that commenced on July 1, 2020 and will conclude on June 30, 2023. Under the terms of the agreement, the lender will advance a maximum of \$1,500,000 per new blending site as the Partnership continues to expand and build new blending sites across Canada. Advances are unsecured, non-interest bearing and are repayable within one year of the initial advance in equal monthly instalments determined at the time of the advance.

**11. Partnership units**

	<b>December 31</b>	
	<b>2020</b>	<b>2019</b>
Miles Hill - 333,333	\$ 33,333	\$ 33,333
Scott Hill - 333,333	33,333	33,333
2658658 Ontario Inc. - 333,333	<u>33,333</u>	<u>33,333</u>
	<u>\$ 99,999</u>	<u>\$ 99,999</u>

The Partnership is authorized to issue an unlimited number of partnership units and each partnership unit is entitled to one vote.

**Notes to Financial Statements**  
(Unaudited)**December 31, 2020**

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**12. Government assistance**

As part of the Government of Canada's economic response plan to the COVID-19 pandemic, it was declared that companies and organizations would be eligible for the Canada Emergency Wage Subsidy ("CEWS"). This program provides a wage subsidy to eligible employers. Management determined that the Partnership was eligible for the CEWS based on the established criteria and applied to receive the subsidy. The CEWS claim periods were predefined by the Government of Canada and management determined that the Partnership was eligible for the subsidy in the amount of \$11,564 related to the claim periods covering March 15, 2020 to December 31, 2020. The entire subsidy relates to the current fiscal year and has been recorded as government assistance in the statement of operations. Management will continue to assess the Partnership's eligibility for the CEWS as long as the program is being offered by the Government of Canada.

The CEWS is subject to review by the Government of Canada and its related authorities. Any resulting adjustments or required repayments that may result from such a review will be reflected in the year of settlement.

**13. Related party transactions**

The following transactions took place between the Partnership and Gen7 Fuel Management Services LP, a limited partnership under common control, during the year:

	<b>2020</b>	<b>2019</b>
Freight	<u>\$ 9,557,585</u>	<u>\$ 6,755,231</u>

These transactions were in the normal course of operations and have been valued in these financial statements at the exchange amount which is the amount of consideration established and agreed to by the related parties.

**Notes to Financial Statements**  
(Unaudited)**December 31, 2020**

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**14. Financial instruments**

Transactions in financial instruments may result in an entity assuming or transferring to another party one or more of the financial risks described below. The required disclosures provide information that assists users of financial statements in assessing the extent of risk related to financial instruments.

**Foreign exchange risk**

The Partnership is exposed to foreign exchange risk in United States dollars. Foreign exchange risk is the risk that the exchange rate that was in effect on the date that an obligation in a foreign currency was made to the Partnership by a customer, or that an obligation in a foreign currency was made to the Partnership to a supplier, is different at the time of settlement than it was at the time that the obligation was determined. The Partnership does not utilize financial instruments to manage its foreign exchange risk. The Partnership maintains adequate foreign currency balances in its bank provided by its customers that discharged their obligations to the Partnership in the related currency, to discharge its related foreign currency obligations.

**Currency risk**

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Partnership realizes a portion of its sales and purchases in foreign currency. Consequently, some assets, liabilities, revenues and expenses are exposed to foreign exchange fluctuations.

As of December 31, 2020, United States denominated cash, accounts receivable and prepaid expenses of \$615,274, \$43,377 and \$240,855 (2019 - \$679,187, \$Nil and \$Nil) respectively were converted into Canadian dollars using the year-end exchange rate.

**Credit risk**

The Partnership does have credit risk in accounts receivable of \$5,917,485 (2019 - \$3,247,062). Credit risk is the risk that one party to a transaction will fail to discharge an obligation and cause the other party to incur a financial loss. The Partnership reduces its exposure to credit risk by performing credit valuations on a regular basis, granting credit upon a review of the credit history of the applicant and creating an allowance for bad debts when applicable. The Partnership maintains strict credit policies and limits in respect to counterparties. The Partnership also mitigates its credit risk by implementing weekly direct payments from their largest customers.

**Concentration risk**

The Partnership does have concentration risk. Concentration risk is the risk that a customer has more than ten percent of the total accounts receivable balance and thus there is a higher risk to the business in the event of a default by one of these customers. Concentrations of credit risk relates to groups of counterparties that have similar economic or industry characteristics that cause their ability to meet contractual obligations to be similarly affected by changes in economic or other conditions. At December 31, 2020, receivables from three customers comprised approximately 37% (2019 - 55%) of the total outstanding receivables. The Partnership reduces this risk by regularly assessing the credit risk associated with these accounts and closely monitoring any overdue balances.

**Notes to Financial Statements**  
(Unaudited)**December 31, 2020**

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**14. Financial instruments, continued**

## Liquidity risk

The Partnership does have a liquidity risk in the accounts payable and accrued liabilities of \$12,320,147 (2019 - \$7,633,204). Liquidity risk is the risk that the Partnership cannot repay its obligations when they become due to its creditors. The Partnership reduces its exposure to liquidity risk by ensuring that it documents when authorized payments become due, maintains an adequate line of credit to repay trade creditors and repays long term debt interest and principal as they become due.

**15. Impact of COVID-19**

On March 11, 2020, the World Health Organization declared the outbreak of the coronavirus ("COVID-19"), a pandemic resulting in economic uncertainties potentially affecting the Partnership's cash flows, financial position and results of operations. At this time, it is unknown the extent of the impact that the COVID-19 outbreak may have on the Partnership as this will depend on future developments that are highly uncertain and that cannot be predicted with confidence. These uncertainties arise from the inability to predict the ultimate geographic spread of the virus and duration of the outbreak, forced closures or disruptions and quarantine/isolation measures that are currently, or may be put in place by government authorities to fight the virus. The Partnership continues to assess the impact COVID-19 will have on its business activities in the future, however, the extent of the effect of the COVID-19 pandemic remains uncertain.

This is **Exhibit "F"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

A handwritten signature in black ink, appearing to read "A. Blum".

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A Commissioner for Taking Affidavits



Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

(Court Seal)

**ORIGINAL TRADERS ENERGY LP, ORIGINAL TRADERS ENERGY LTD.,  
OTE LOGISTICS LP, SCOTT HILL and DONALD HERBERT MILES HILL**

Plaintiffs

and

**GLENN PAGE, MANDY COX, BRIAN PAGE, KELLIE HODGINS,  
2658658 ONTARIO INC. c.o.b.a. GPMC HOLDINGS,  
2745384 ONTARIO INC. c.o.b.a. GPMC MANAGEMENT SERVICES and  
PICASSOFISH CREATIVE DESIGN,  
GEN 7 BRANDS INTERNATIONAL INC., ALDERVILLE GAS LTD.,  
2700287 ONTARIO INC. OTE USA LLC, OT ENERGY INC.  
JOHN DOE G7 SOUTHWOLD, JOHN DOE G7 MORAVIAN,  
JOHN DOE G7 SARNIA, JOHN DOE G7 WALPOLE,  
JOHN DOE G7 ROSENEATH, JOHN DOE G7 CURVE LAKE,  
JOHN DOE G7 FRENCH RIVER, JOHN DOE G7 NORTH BAY,  
JOHN DOE G7 SAULT, 7069847 CANADA LIMITED,  
11222074 CANADA LTD., and CONSOLIDATED LOGISTICS INC.**

Defendants

**STATEMENT OF CLAIM**

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the

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Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date \_\_\_\_\_ Issued by \_\_\_\_\_  
Local Registrar

Address of court office: Superior Court of Justice  
330 University Avenue, 8th Floor  
Toronto ON M5G 1R7

TO: Glenn Page  
118 Main Street North  
P O Box 1063  
Hamilton ON L0R 2H0

AND TO: Mandy Cox  
118 Main Street North  
P O Box 1063  
Hamilton ON L0R 2H0

AND TO: Brian Page  
420 Cambridge Street  
Winnipeg MB R3M 3G7

AND TO: Kellie Hodgins  
2010 Cleaver Avenue, #112  
Burlington ON L7M 4C1

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- AND TO: 2658658 Ontario Inc. c.o.b.a. GPMC Holdings  
118 Main Street North  
Waterdown ON L0R 2H0
- AND TO: 2745384 Ontario Inc. c.o.b.a. GPMC Management Services  
and Picassofish Creative Design  
118 Main Street North  
Waterdown ON L0R 2H0
- AND TO: Gen 7 Brands International Inc.  
Bella Rosa Road  
Rodney Bay, Gros Islet  
St. Lucia  
c/o McNamara Corporate Services Inc.
- AND TO: Alderville Gas Ltd.  
118 Main Street North  
Waterdown ON L0R 2H0
- AND TO: 2700287 Ontario Inc.  
118 Main Street North  
Waterdown ON L0R 2H0
- AND TO: OTE USA LLC  
40600 Ann Arbor Road East  
Suite 201  
Plymouth Michigan USA  
c/o The Corporation Company 48170-465
- AND TO: OT Energy Inc.  
1504 East Grand River Avenue  
Suite 200  
East Lansing Michigan USA 48823
- AND TO: John Doe G7 Southwold  
101 Bodkin Road  
Southwold Ontario N01 2G0;
- AND TO: John Doe G7 Moravian  
14787 Selton Line,  
Thamesville Ontario N0P 2K0
- AND TO: John Doe G7 Sarnia  
21 Indian Road South,  
Sarnia Ontario N7T 7H5
- AND TO: John Doe G7 Walpole  
1078 Snye Road,  
Wallaceburg Ontario N8A 4K9

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- AND TO: John Doe G7 Roseneath  
8754 Highway 45,  
Roseneath Ontario K0K 2X0
- AND TO: John Doe G7 Curve Lake  
1419 Mississauga Road,  
Curve Lake Ontario K0L 1R0
- AND TO: John Doe G7 French River  
49 Beckanon Road,  
Britt Ontario P0G 1A0
- AND TO: John Doe G7 North Bay  
1 Jocko Point Road,  
North Bay Ontario
- AND TO: John Doe G7 Sault  
482 Gran Street,  
Sault St. Marie Ontario P6A 0C4
- AND TO: 7069847 Canada Limited  
1180 Fife Street  
Winnipeg MB R2X 2N6
- AND TO: 11222074 Canada Ltd.  
1700 – 360 Main Street  
Winnipeg MB R3C 3Z3
- AND TO: Consolidated Logistics Inc.  
2502 Elm Street  
Sudbury ON P3E 4R6

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### CLAIM

1. The plaintiffs claim:

- (a) as against the defendants Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins, damages in amounts to be determined at trial, for:
  - (i) breach of fiduciary duty;
  - (ii) breach of statutory duty;
  - (iii) breach of contract;
  - (iv) theft, conversion and misappropriation of funds, assets and opportunities;
  - (v) conspiracy to carry out the aforesaid unlawful acts;
  - (vi) inducing the aforesaid unlawful acts;
  - (vii) knowingly assisting in the aforesaid unlawful acts;
  - (viii) being in knowing receipt of funds and assets wrongfully taken by means of the aforesaid unlawful acts;
  - (ix) intentional interference and tampering with the business, information systems, books and records of the plaintiffs;
  - (x) unjust enrichment; and
  - (xi) negligence in the performance and abandonment of their lawful duties;

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- (b) as against the defendants 2658658 Ontario Inc., c.o.b.a. GPMC Holdings ("GPMC 1"), 2745384 ONTARIO Inc., c.o.b.a. GPMC Management Services and Picassofish Creative Design ("GPMC 2"), Gen 7 Brands International Inc., ("GPMC St. Lucia"), Alderville Gas Ltd., ("AGL"), 2700287 Ontario Inc. ("270CO"), OTE USA LLC ("OTE USA"), OT Energy Inc. ("OT Michigan"), 7069847 Canada Limited ("706CO") and 11222074 Canada Ltd. ("112CO"), damages in amounts to be determined at trial, for:
- (i) theft, conversion and misappropriation of funds, assets and opportunities;
  - (ii) knowingly assisting in the aforesaid unlawful acts referred to in paragraphs 1(a) and (b);
  - (iii) being in knowing receipt of funds and assets wrongfully taken by means of the aforesaid unlawful acts;
  - (iv) conspiracy to carry out the aforesaid unlawful acts;
  - (v) intentional interference and tampering with the business, information systems, books and records of the plaintiffs;
  - (vi) breach of contract; and
  - (vii) unjust enrichment;
- (c) as against the defendants John Doe G7 Southwold, John Doe G7 Moravian, John Doe G7 Sarnia, John Doe G7 Walpole, John Doe G7 Roseneath, John Doe G7 Curve Lake, John Doe G7 French River, John Doe 67 North Bay, and John Doe

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G7 Sault (collectively, the "**Gen 7 Station Entities**"), damages in amounts to be determined at trial for:

- (i) breach of contract and failure to pay for fuel ordered and delivered;
  - (ii) theft, conversion and misappropriation of funds;
  - (iii) being in knowing receipt of funds wrongfully taken by means of the unlawful acts described in paragraphs 1(a), (b) and (c);
  - (iv) conspiracy to carry out the aforesaid unlawful acts;
  - (v) knowingly assisting in the aforesaid unlawful acts; and
  - (vi) unjust enrichment;
- (d) as against the defendant, Consolidated Logistics Inc. ("**CLI**"):
- (i) an interim, interlocutory, and mandatory Order requiring CLI to:
    - (1) deliver forthwith upon request of OTE LP, and in any event, within one business day of any such request, the rail tank cars and their contents described herein; and
    - (2) continue to deliver forthwith as directed by OTE LP the contents of the rail tank cars;
  - (ii) an order declaring OTE LP's right to possession of the rail tank cars and their contents;

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- (iii) a declaration that CLI is not entitled to demurrage charges resulting from CLI's delay in delivering the rail tank cars; and
- (iv) damages in an amount to be determined by the Court, for:
  - (1) conversion of property and assets;
  - (2) breach of contract;
  - (3) unlawful interference in OTE LP's property rights and business operations;
  - (4) conspiracy; and
  - (5) unjust enrichment;
- (e) as against all of the defendants, Orders:
  - (i) if necessary, abridging the time for service or dispensing with service of this Statement of Claim;
  - (ii) for the tracing, accounting and safe-keeping of the funds and assets wrongfully taken by means of the aforesaid unlawful acts, including all other funds and assets into which they were converted;
  - (iii) declaring that the funds and assets wrongfully taken by means of the aforesaid unlawful acts, and all other funds and assets into which they were converted, are held in constructive trust by the defendants for the benefit of the plaintiffs;

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- (iv) declaring that the defendants have been unjustly enriched by the aforesaid unlawful acts, and requiring restitution to the plaintiffs by the return and disgorgement of all monies and assets unlawfully taken or received, and all property into which the funds and assets wrongfully taken or received were converted;
- (v) under s.248 of the *Business Corporations Act* (Ontario) R.S.O. 1990, c. B.16, as amended, remedying the misconduct of the defendants, and compensating the plaintiffs for the harm and unfair prejudice to their interests, as the Court thinks fit, in connection with the aforesaid unlawful acts relating to the business and affairs of Original Traders Energy LP, Original Traders Energy Ltd., OTE Logistics LP, the Gen 7 Station Entities, GPMC 1, GPMC 2, GPMC St. Lucia, OTE USA LLC, OT Michigan, OTE International LP, AGL, 270CO, 706CO and 112CO;
- (vi) punitive damages in the amount of \$1,000,000 as against each defendant, jointly and severally;
- (vii) pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C43, as amended;
- (viii) the costs of this action on a substantial indemnity basis, plus HST; and
- (ix) such further and other relief as to this Honourable Court seems just.

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## THE PARTIES

2. The plaintiff Original Traders Energy LP ("**OTE LP**") is a limited partnership formed under the *Limited Partnership Act* (Ontario), on August 30, 2017. Since that time, it has been in the business of importing and blending fuel products to supply to gas stations customers in Ontario.

3. The plaintiff Original Traders Energy Ltd. ("**OTE**") is a corporation incorporated under the *Business Corporations Act* (Ontario), on July 5, 2017. Since August 30, 2017, OTE has been the general partner of OTE LP.

4. The plaintiff OTE Logistics LP ("**OTE Logistics**") is a limited partnership formed under the *Limited Partnerships Act* (Ontario), on August 24, 2018. Since that time it has been in the business of providing fuel transportation services and logistics support to the business of OTE LP.

5. The plaintiff Scott Hill is an individual residing at 7493 Indian Line Road, Wilsonville, Ontario. He is a businessman, status Indian, and a member of the Six Nations of the Grand River.

6. The plaintiff Donald Herbert Miles Hill ("**Miles Hill**") is an individual residing at 226 Mohawk Road, R.R.#1 Wilsonville, Ontario. He is a businessman, status Indian, and a member of the Six Nations of the Grand River. Scott Hill and Miles Hill are brothers.

7. The defendant Glenn Page is an individual residing in Waterdown, Ontario. Until on or about July 14, 2022, he was the president of OTE. At all material times prior to that he was also an officer and director, or *de facto* officer and director, and had complete executive and operational control over OTE, OTE LP, OTE Logistics and their businesses. He was also employed by or served the interests of the other defendants

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8. The defendant Mandy Cox is an individual residing in Waterdown, Ontario. Until in or about late August of 2022, she was employed by, *inter alia*, OTE Logistics and OTE LP. Initially, she was a contract worker, and was later promoted by Glenn Page to the position of office manager. She was also employed by or served the interests of the other defendants. Glenn Page and Mandy Cox are spouses.

9. The defendant Brian Page is an individual residing in Winnipeg, Manitoba. Until in or about late August of 2022, he was employed as a contract worker by OTE Logistics and/or OTE LP. He had the role of Vice-President at OTE Logistics, but he was never officially an officer or director of OTE or of the general partner of OTE Logistics. Brian Page and Glenn Page are brothers. He was also employed by or served the interests of the other defendants.

10. The defendant Kellie Hodgins, a.k.a. Kelly Hodgen or Kellie Hodgen is an individual residing in Hamilton, Ontario. Until in or about late August of 2022, she was employed by OTE LP and OTE Logistics. Initially, she was a bookkeeper, but Glenn Page later promoted her to director of finance of OTE LP and OTE Logistics. She was also employed by or served the interests of the other defendants.

11. The defendants GPMC 1 and GPMC 2 are corporations incorporated under the *Business Corporations Act* (Ontario), on October 4, 2018 and February 28, 2020, respectively. Glenn Page and Mandy Cox are their directors and officers, or *de facto* directors and officers, controlling minds, and shareholders or beneficial owners.

12. The defendant GPMC St. Lucia is a corporation created under the Laws of St. Lucia on December 2, 2021. Glenn Page and/or Mandy Cox are its directors and officers, or *de facto* directors and officers, controlling minds, and shareholders or beneficial owners.

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13. The defendants AGL and 270CO are corporations incorporated under the *Business Corporations Act* (Ontario), on October 16, 2019 and June 6, 2019, respectively. Glenn Page and Mandy Cox are their directors and officers, or *de facto* directors and officers, controlling minds and shareholders or beneficial owners.

14. The defendant OTE USA is a Limited Liability Company organized under the Laws of Michigan on December 22, 2020. Glenn Page, and/or Mandy Cox and Brian Page are its directors and officers, or *de facto* directors and officers, controlling minds, and indirect majority shareholders or beneficial owners.

15. The defendant OT Michigan is a corporation incorporated under the Laws of Michigan on December 22, 2020. Glenn Page, and/or Mandy Cox and Brian Page are its directors and officers, or *de facto* directors and officers, controlling minds, and indirect majority shareholders or beneficial owners. OT Michigan is the majority shareholder of OTE USA.

16. The defendants 706CO and 112CO are corporations incorporated under the *Business Corporations Act* (Canada) having offices in Winnipeg, Manitoba. Brian Page and/or Glenn Page are their directors and officers, or *de facto* directors and officers and controlling minds, as well as their beneficial owners or shareholders. 706CO is the vehicle Brian Page used to hold his interest in OTE Logistics. 112CO is the vehicle Brian Page used to receive improper payments from OTE LP and OTE Logistics.

17. The Defendant, CLI, is a corporation incorporated under the *Business Corporations Act* (Ontario), having its registered office in Sudbury, Ontario. CLI operates as a logistics company, and provides transport support services including rail transloading.

18. The defendant Gen 7 Station Entities are:

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- (a) Gen 7 Fuel Ontario, located at 101 Bodkin Road, Southwold, Ontario,;
- (b) Moravian Gen 7 Fuel, located at 14787 Selton Line, Thomasville, Ontario,
- (c) Smokey Gen 7 Fuel, located at 21 Indian Road South, Sarnia, Ontario;
- (d) Gen 7 Fuel Walpole, located at 1078 Snye Road, Wallaceburg, Ontario;
- (e) Gen 7 Fuel Roseneath, located at 8754 Highway 45, Roseneath, Ontario;
- (f) Gen 7 Fuel Curve Lake, located at 1419 Mississauga Road, Curve Lake, Ontario;
- (g) French River Gen 7 Fuel, located at 49 Beckanon Road, Britt, Ontario;
- (h) Gen 7 Fuel Jocko Point, located at 1 Jocko Point Road, North Bay, Ontario; and
- (i) Gen 7 Fuel Rankin, located at 482 Gran Street, Sault St. Marie, Ontario.

19. Although their registered names are unknown, the Gen 7 Station Entities are organized as limited partnerships, joint ventures or sole proprietorships in respect of which Glenn Page, Mandy Cox and/or Brian Page are the directors and officers, or *de facto* directors and officers, of their general partners, or have operational control by agreement with their other owners or site owners. Glenn Page, Mandy Cox and/or Brian Page own up to a 49% beneficial interest in each of the Gen 7 Station Entities.

#### **GLENN PAGE GAINS THE PLAINTIFFS' TRUST AND IS IN CHARGE OF THE BUSINESS**

20. In the early 2000s, Miles Hill was engaged in various businesses, including retail fuel sales, convenience stores, and tobacco sales.

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21. Miles Hill was introduced to Glenn Page in 2003 by a mutual acquaintance in the wholesale food and cigarette business. By 2004, Miles Hill had hired Glenn Page as a computer-technology consultant to assist him with designing and operating information systems for his businesses. Glenn Page became a valuable employee for Miles Hill, and after 2006 assisted him in expanding his business operations to include the manufacture and wholesale distribution of tobacco products.

22. During the period from 2010 to 2011, Miles Hill experienced stressful difficulties and disputes with the cigarette excise tax authorities. Glenn Page was instrumental in arranging for the retention of counsel for him and in resolving those difficulties. As a result, Miles Hill's esteem for and trust in Glenn Page increased even further.

23. In June of 2014, Glenn Page became a director of Burloak Technologies Inc., where he also held the position of Vice-President of Strategy. He kept in touch with Miles Hill, and sometimes still assisted him in his business.

24. In early 2016, Miles Hill began the process of creating a fuel blending business to import bulk fuel, blend it into specific products, and distribute those products to retail gas station customers. In February of 2016, due to Miles Hill's trust in Glenn Page, he was again hired by Miles Hill to create and operate the fuel blending business.

25. The fuel blending business was established as a limited partnership, OTE LP, in August of 2017. OTE LP was created to operate the business of importing bulk fuel, and blending specific fuel products to be sold to retail gas station customers. OTE became the general partner of OTE LP when it was formed in August of 2017.

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26. Glenn Page became the senior executive in charge of operating the business of OTE LP. He was Miles Hill's "right-hand man", and had his and Scott Hill's complete trust. Glenn Page became a director and the President of OTE, and Scott Hill became a Vice-President. Glenn Page was OTE's most senior executive and had overall operational control of OTE LP and its business. Scott Hill had responsibility for the sales and marketing activities of OTE LP. Miles Hill remained as an owner of OTE LP but without any day-to-day operational responsibility.

27. The ownership structure of OTE LP has evolved since inception and currently, Miles Hill, Scott Hill, and Glenn Page each own a one-third interest. Originally, Claybar Contracting Inc., a fuel station construction company, was also considered to become a partner, due to its special expertise.

28. As the business evolved, a new limited partnership, Gen 7 Fuel Management Services LP was established on April 24, 2018, to operate the transportation and logistics side of the fuel distribution business. The "Gen 7" element of that name was invented by Scott Hill to reinforce the Indigenous business model and value base of the OTE companies. As members of Six Nations of the Grand River Territory, Scott Hill and Miles Hill embrace the Haudeonsaunee belief that decisions must be carefully considered regarding the impacts on the next seven generations, as the current generation holds the land in trust for future generations.

29. Gen 7 Fuel Management Services LP has undergone several name changes since its inception. As of January 20, 2022, its current name is OTE Logistics LP ("**OTE Logistics**"). OTE Logistics' role is to operate the rail cars, tankers and vehicles used to transport bulk fuel and distribute fuel to customers. Brian Page assisted Glenn Page in operating the business of OTE Logistics.

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30. As with OTE LP, the ownership structure of OTE Logistics has evolved since inception. It was intended by the plaintiffs to be the same as OTE LP, but the ownership structure came to be 26% each for Miles Hill and Scott Hill, and 24% each for Glenn Page and Brian Page. Miles Hill remained as an owner of OTE Logistics, but without any day-to-day operational responsibility.

31. 2496750 Ontario Inc. is the general partner of OTE Logistics. Miles Hill was an officer and director of 2496750 Ontario Inc., but as with OTE LP, Glenn Page was OTE Logistic's most senior executive and had operational control of OTE Logistics and its business. He was the *de facto* director of OTE Logistics.

32. The plaintiffs' intent for and understanding of the OTE LP and OTE Logistics business structure, which was shared and agreed to by Glenn Page, was that majority ownership and control would always be with the Hill brothers, because they were providing the base of operations in the Six Nations of the Grand River Territory, almost all of the credit and capital to establish and operate the business would be provided by them, and their fundamental business model was to be an Indigenous-controlled business serving Indigenous gas station customers.

33. Miles Hill, Scott Hill and Glenn Page together decided to further expand the OTE LP business by constructing large fuel blending facilities at strategically located First Nation reserves. This would allow OTE LP to have greater fuel volumes available for sale and ready delivery to its customers. Bulk fuel was to be imported from suppliers in the U.S. and transported to those facilities. It would then be blended with the additives required to create the retail fuel products sold to OTE LP's gas station customers.

34. As Glenn Page was in charge of operating the OTE companies' businesses, he also took control of this project. From 2017 until July of 2022, Glenn Page had *de facto* exclusive control over all aspects of those businesses, including, *inter alia*, hiring and instructing lawyers and

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accountants, financial reporting, banking, relationships with third party suppliers, and staffing. The plaintiffs relied upon and trusted Glenn Page to exercise that control efficiently, lawfully and in accordance with the agreed business structure.

35. OTE LP's first blending facility was constructed in the Six Nations of the Grand River Territory, and began operation in the spring of 2018. This was followed by the construction of a second blending facility in the Tyendinaga Mohawk Territory, which commenced operation in the summer of 2020. OTE LP constructed a third facility on Atikameksheng Anishnawbek Territory, which opened in late 2021. A fourth facility is under construction on Couchiching First Nation Territory.

36. The blending facilities are of fundamental importance to the business of OTE LP, and its future growth. They were always intended to be assets of OTE LP, whether directly or through another OTE vehicle. Glenn Page was in charge of hiring advisors to help him design and implement their business structures. Each of them was created using the funds and credit of OTE LP, for the ultimate benefit of its owners.

37. Glenn Page made arrangements with bulk fuel suppliers in Michigan and Ohio, Marathon Petroleum and Greenergy, for the purchase by OTE LP and the export of bulk fuel by rail cars to its blending facilities. By 2018, his brother Brian Page had become a manager at OTE Logistics, assisting with its increasingly complex business of fuel importation and distribution of blended product to many gas station customers.

38. Between 2018 and 2022, Glenn Page, with the assistance of Brian Page, oversaw the creation of OTE LP's fleet of rail cars, tanker trailers and vehicles required for its operations. By 2022, OTE had an average daily fuel sales volume of 2 million litres.

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39. In early 2019, Glenn Page proposed to Miles Hill and Scott Hill that OTE LP further expand its business, by constructing and operating its own retail gas stations on other First Nations' reserves. They decided that they did not want OTE LP to own businesses which directly competed with its customers, and did not agree that the OTE companies should proceed with that proposal.

40. Glenn Page then proposed to them that he set up his own business to partner with Indigenous fuel retailers located on other reserves, but in which the OTE companies and the Hill brothers would have no ownership interest or involvement. He also proposed using the term "Gen 7" in promoting and operating his new venture with the Indigenous stakeholders, and in return for that permission those retailers would become new OTE LP customers.

41. Miles and Scott Hill accepted that proposal, on the understanding that they and the OTE companies would not be involved in Glenn Page's new business, except as the fuel supplier.

42. During the period from June of 2019 to July of 2022, Glenn Page established and took control of the nine Gen 7 Station Entities. They were customers of OTE LP until September of 2022.

43. Mandy Cox was employed by OTE LP during 2018 as Manager of Marketing and Dealer Programs. In early 2019 she ceased to be employed by OTE LP and became the Chief Operating Officer of GPMC 1, although she also continued as a consultant contract worker to OTE Logistics.

44. During 2019, Glenn Page and Mandy Cox established offices for GPMC 1 and GPMC 2 in Burlington, Ontario. Glenn Page informed Scott Hill that he was going to open his own office, apart from the OTE companies, for the operation of his new business with the Gen 7 Station Entities. However, he did not inform any of the plaintiffs that he was going to integrate the information systems of the OTE companies with those of GPMC 1 and GPMC 2, and consolidate

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all of their management functions at his own office. He did just that during 2019, and by 2020 was spending as much time at his office in Burlington as at OTE's in Six Nations.

45. From in or about late 2019, the financial reporting about OTE LP and OTE Logistics received by Scott Hill and Miles Hill from Glen Page, and dividend distributions, became inconsistent. During the period from 2020 to 2022, Glenn Page led them to believe that this was simply due to Covid-related disruptions and the amount of work he had responsibility for. However, Glenn Page also claimed he would be able to complete his tasks without the help of personnel in addition to Brian Page, Mandy Cox, Kellie Hodgins, and the existing OTE LP staff.

46. In early 2021, Glenn Page proposed to Miles and Scott Hill that OTE LP establish a U.S. wholly-owned subsidiary to facilitate its purchase of bulk fuel on a tax effective basis. He had obtained U.S. accounting and legal advice that such an entity could apply for and receive an exemption from paying State and Federal excise taxes on fuel purchases, on the basis that all of the fuel would be exported to Canada and not resold in the U.S. As OTE LP had been paying millions of dollars in U.S. excise taxes each year, Miles and Scott Hill readily agreed to this proposal. On December 22, 2020, OTE USA and OT Michigan had already been organized in Michigan by Glenn Page.

47. During 2021 Glenn Page was in complete control over creating OTE LP's U.S. operations. He established an office in East Lansing, Michigan, hired local staff to deal with fuel tax matters and logistics, and retained lawyers and accountants who applied for OTE LP's tax exemption. OTE LP funded the creation of OTE USA, OT Michigan and all of their operations. It guaranteed OTE USA's commercial lease in East Lansing. Glenn Page also arranged for an RBC credit facility to be used by OTE USA, on the basis that it was a wholly-owned subsidiary of OTE LP.

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48. The plaintiffs' intent for and understanding of the OTE USA business structure, which was shared and agreed to by Glenn Page, was that it would have the same ownership structure as OTE LP, and that its sole purpose was to be a vehicle to save OTE LP the onerous expense of U.S. excise taxes on fuel purchases. Further, OTE USA was not to be a profitable stand-alone business, and all profit was to be realised in OTE LP, which was based on a First Nation reserve, with Indigenous majority owners.

49. The plaintiffs believe that OTE USA received tax exemption licenses from U.S. authorities in or about late 2021 or early 2022, but full particulars are in the defendants' knowledge.

50. In late 2021 Glenn Page informed Miles and Scott Hill that he had good news. He had obtained legal and accounting advice that OTE LP could apply for excise tax refunds in the U.S. for State and Federal taxes it had paid on bulk fuel purchases before OTE USA received its tax exempt status. Although it was uncertain how many years' refund could be successfully applied for, Glenn Page also told them that twenty-five to thirty million U.S. dollar refunds could be obtained.

51. Glenn Page was also in complete control over the process to apply for U.S. tax refunds for OTE LP. In that regard, he retained and instructed U.S. accountants and counsel, with the assistance of Brian Page. However, no refunds have been received by OTE LP as of the date hereof.

52. By early 2022, Glen Page was attending at the offices of OTE LP very infrequently. When questioned by Scott Hill in March of 2022, Glenn Page complained that he had been so overworked for years that he needed a break in St. Lucia, shared that he was going to be married to Mandy Cox in Italy, and indicated that after their honeymoon over the summer he planned to

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quickly finish the business projects he was working on, give up his Canadian Citizenship, and retire in St. Lucia.

53. Scott Hill expressed concern to Glenn Page about his impending retirement because he had not seen any financial statements other than sales and expense information since the financial statements for December 31, 2020, the U.S. tax refund had not been received, and there was no one else in the OTE companies who was sufficiently experienced and ready to take over as the chief executive officer that soon. Glenn Page had been in complete control of the OTE companies' businesses from the beginning.

54. In April of 2022, Glenn Page reassured Scott Hill that he would assist in finding a replacement for him at OTE LP, and answer any questions his successor may have about the business operations. He did not do so. Glenn Page was absent from OTE LP's offices for most of the period from April to mid-July of 2022. The plaintiffs believe that he was in St. Lucia and Italy in June and July of 2022.

#### **GLENN PAGE RESIGNS AND SERIOUS MISCONDUCT IS DISCOVERED**

55. While Glenn Page was absent in June and early July of 2022, Miles and Scott Hill were informed by OTE staff members that abuse complaints had been made against Glenn Page by employees, and that Kellie Hodgins had been involved in suspicious wire transfers of OTE funds which had been released on Glenn Page's instructions. They informed the staff members that they would question Glenn Page about the complaints when he returned, and investigate the wire transfers.

56. Glenn Page returned to Canada and met with Miles and Scott Hill on July 14, 2022. There had then been several complaints from employees about Glenn Page's abusive behaviour

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towards them. There had been no proper financial reporting for far too long. When confronted about these issues, Glenn Page indicated he intended to retire. After Scott Hill informed him that OTE's Director of Operations was going to be promoted as interim CEO, Glenn Page immediately resigned. When Scott Hill asked him to stay on temporarily as a consultant to assist in a transition to new leadership, Glenn Page was non-committal and reiterated that he resigned as Director and as President, effective immediately. No consulting arrangement was ever agreed upon.

57. Miles and Scott Hill met with OTE's bankers, at an RBC branch in Hamilton, Ontario, later in July of 2022. As a result of that meeting and further investigations, they learned that:

- (a) On June 6, 2022, Glenn Page had sent an email to RBC attaching OTE LP's unaudited financial statements dated December 31, 2021, in response to the bank's complaint that its routine financial disclosure was long overdue;
- (b) The financial statements purported to have been created by and were on the letterhead of Pettinelli Mastroluisi LLP, who were OTE's accountants; however, they had never issued 2021 financial statements for OTE LP, and the document was a forgery;
- (c) RBC was conducting its own investigation into millions of dollars of suspicious wire transfers from OTE's bank account initiated and authorized by Glenn Page, Mandy Cox and Kellie Hodgins;
- (d) In 2021, Glenn Page and Mandy Cox had purchased, through GPMC 1, a seventy foot yacht from the Italian shipbuilder Azimut Benetti, named "Cuz We Can", using funds wire transferred from OTE LP's account, and caused OTE Logistics to guarantee a chattel mortgage secured by the vessel;

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- (e) Brian Page had posed as a director and officer of OTE LP and OTE Logistics to facilitate concealed dealings with third parties;
- (f) Glenn Page and Brian Page had provided a fraudulent directors' resolution of OTE Logistics authorizing its guarantee of the debts of GPMC 1 to Essex Lease Financial Corporation ("**Essex**") in respect of the purchase of the yacht;
- (g) OTE LP's \$3,000,000 line of credit facility at RBC was fully drawn against;
- (h) A \$9,000,000 loan facility at RBC, used to finance blending station construction, was substantially drawn against;
- (i) Mandy Cox had been in control of the payrolls for the OTE companies, and there were in fact fewer employees than the payrolls indicated, strongly suggesting that third parties had received salary payments for fictitious employees;
- (j) OTE LP funds and credit had been used by Glenn Page to finance the construction and operation of the Gen 7 Station Entities, to an extent exceeding \$15,000,000;
- (k) Glenn Page had recorded Scott Hill as a minority limited partner in those entities, against his wishes and without his knowledge;
- (l) OTE USA was not in fact a wholly-owned subsidiary of OTE LP, and does not have the same ownership structure; rather, it is majority owned by GPMC 1;
- (m) OTE USA had been purchasing and reselling bulk fuel to OTE LP at a profit, and had been charging OTE LP U.S. excise taxes, despite its exempt status;

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- (n) OTE LP funds and credit has been used to establish and operate GPMC 1, GPMC 2, GPMC St. Lucia, AGL, 270CO, OTE USA and OT Michigan;
- (o) Two of the limited partnerships which leased land on other reserves and operated the blending facilities were organized so that Glenn Page controlled their general partners, and had a sufficiently large minority ownership position that he could not be removed from control by a vote of the partners; and
- (p) OTE, OTE LP and OTE Logistics had not prepared financial statements since December 31, 2020.

58. In August of 2022, the plaintiffs received notice from the Ontario Ministry of Finance that no payments or remittances were made by OTE LP with returns filed for provincial gasoline tax and fuel tax for the period August 1, 2021 to June 30, 2022 and that no returns had been filed for gasoline tax and fuel tax by OTE LP since July 2021. There had also been a failure to remit Canadian Federal tax on fuel sold. OTE's alleged liability for taxes collected but not remitted exceeds \$35,000,000. Those funds are not in the possession of OTE, OTE LP, OTE Logistics or its bankers.

### **MISAPPROPRIATION OF FUNDS**

59. The defendants Glenn Page, Mandy Cox and Kellie Hodgins unlawfully created, approved and released wire transfers of monies from OTE LP's bank account for personal use to the detriment of the plaintiffs. They had no right or approval to use company funds for those purposes, and wrongfully took advantage of their positions in the business of the plaintiffs. There was no legitimate business purpose for any of those wire transfers.

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60. OTE LP's funds were misappropriated by them for the purchase of the yacht "Cuz We Can" by GPMC 1, including:

- (a) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 5, 2021, in the amount of US \$1,000,000, to "PRIDE OF MUSKOKA MARINE LTD";
- (b) Wire Transfer from Plaintiff's Account ending in -5664, "Approved by: Glenn Page, Mandy Cox," dated August 26, 2021, in the amount of US \$8,400.00, to "North Cove Marina";
- (c) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated September 20, 2021, in the amount of US \$8,400.00, to "North Cove Marina"; and
- (d) Wire Transfer from Plaintiff's Account ending in -1640, "Released by: Glenn Page" dated June 9, 2022, in the amount of US \$4,370.76 (CAD 5,751.00), to "Azimut Benetti spa."

61. In connection with the yacht purchase, the defendants Glenn Page, Mandy Cox and Kellie Hodgins also unlawfully issued other payments from OTE LP's bank account to pay \$601,561.91 CAD in taxes on the purchase transaction;

62. OTE LP's funds were also misappropriated by them to pay for other personal expenses, including vacations and other benefits not connected in any manner to the legitimate business of the plaintiffs, including:

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- (a) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 26, 2021, in the amount of US \$1,000,000, to "THE BODYHOLIDAY LE SPORT";
- (b) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 1, 2022, in the amount of US \$2,073.81 (CAD 2,728.70), to "ArtVenti S.R.L.";
- (c) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 1, 2022, in the amount of US \$15,421.02 (CAD 20,290.82), to "VILLA DURAZZO";
- (d) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 1, 2022, in the amount of US \$34,465.48 (CAD 45,349.31), to "Tuscania Invest";
- (e) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 2, 2022, in the amount of US \$646.08 (CAD 850.10), to "Urbis Sris";
- (f) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 3, 2022, in the amount of US \$23,115.40 (CAD 30,415.00), to "Da Vitorrio SRL";
- (g) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 3, 2022, in the amount of US \$27,553.09 (CAD 36,254.07), to "Simone Bianchini";

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- (h) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Mandy Cox" dated June 7, 2022, in the amount of US \$3,322.86 (CAD 4,372.19), to "VARNA STUDIOS LIMITED Company";
- (i) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Mandy Cox" dated June 9, 2022, in the amount of US \$639.12 (CAD 840.95), to "Urbis Srls";
- (j) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 9, 2022, in the amount of US \$1,457.28 (CAD 1,917.48), to "Ricardo Palazzi";
- (k) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Mandy Cox" dated June 9, 2022, in the amount of US \$5,988.40 (CAD 7,879.48), to "FALDON BARUCH";
- (l) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 9, 2022, in the amount of US \$7,676.08 (CAD 10,100.11), to "Flow-D";
- (m) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 17, 2022, in the amount of US \$15,717.18 (CAD 20,680.50), to "Roberta Pollici";
- (n) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 21, 2022, in the amount of US \$6,096.13 (CAD 8,021.23), to "FALDON BARUCH"; and

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- (o) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 22, 2022, in the amount of US \$31,685.16 (CAD 41,691.00), to "HOTEL SPLENDIDO SpA".

63. OTE LP's funds were also misappropriated by them for personal chartered flights for non-business activities, including:

- (a) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 31, 2021, in the amount of US \$344,650.02, to "Airsprint Inc.";
- (b) Wire Transfer from Plaintiff's Account ending in -1436, "Approved by: Glenn Page, Mandy Cox," dated August 31, 2021, in the amount of US \$175,511.24, to "Airsprint Inc.";
- (c) Wire Transfer from Plaintiff's Account ending in -1436, "Approved by: Glenn Page, Mandy Cox," dated September 1, 2021, in the amount of US \$67,503.42, to "Airsprint Inc.";
- (d) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated September 1, 2021, in the amount of US 217,760.41, to "Airsprint Inc.";
- (e) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 3, 2021, in the amount of US \$217,760.41, to "Airsprint Inc.";

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- (f) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 6, 2021, in the amount of US \$217,760.41, to "Airsprint Inc."; and
- (g) Wire Transfer from Plaintiff's Account ending in -1640, "Release by: Glenn Page" dated June 14, 2022, in the amount of US \$125,000.00, to "Airsprint Inc."

64. Those defendants misappropriated over \$5,000,000 CAD from OTE LP, through unlawful wire transfer and other payments.

65. In late July of 2021, GPMC 1 purchased the yacht referred to above, for a price of approximately \$3,600,000 USD. It was delivered in August of 2021, on the direction of Glenn Page and Mandy Cox, to St. Lucia. In order to facilitate that purchase, at least \$1,600,000 USD of OTE LP's funds were used on the direction of Glenn Page, Mandy Cox and/or Kellie Hodgins. Two of the aforesaid wire transfers, in the amount of \$1,000,000 USD each, were sent in August of 2021 to a boat dealer–broker account in Canada and a resort account in St. Lucia.

66. Essex, through which OTE leases some vehicles used in its business, also provided financing to GPMC 1 for its yacht purchase. That financing, in the amount of approximately \$1,600,000, was secured by the yacht and the guarantee of OTE Logistics.

67. On July 21, 2021, Glenn Page and Brian Page provided Essex with a Full Liability Guarantee of OTE Logistics for the obligations of GMPC 1 to Essex. The guarantee, and a director's resolution of OTE Logistics authorizing the guarantee were DocuSigned by Brian Page, Director. Brian Page was not actually a director of OTE Logistics.

68. The yacht purchase transaction and the misuse of OTE LP's funds and OTE Logistics' credit were not authorized by them or by Miles and Scott Hill.

## **GEN 7 STATION ENTITIES CREATED USING OTE FUNDS**

69. The Gen 7 Station Entities own and operate retail gas station businesses located on various First Nation reserves in Ontario. The stations are located on lands allotted to band members, who entered into limited partnership, joint venture or management agreements with GPMC 1, GPMC 2, or other entities owned and controlled by Glenn Page and Mandy Cox. Those entities became the general partners of limited partnerships, or the management entities of joint ventures and business operations. The Indigenous participants own a majority interest in each business, in return for contributing their land. Glenn Page and Mandy Cox own up to a 49% beneficial interest, but have complete financial and management control over all key aspects of the business.

70. Each station cost, approximately, between \$1 million to \$2 million to construct. The capital required for construction was loaned to the Indigenous participants by companies owned by Glenn Page and Mandy Cox, but it actually came from OTE LP's bank accounts and credit facilities. In order to operate the businesses, further credit was extended to each of the Gen 7 Station Entities from OTE LP, so that fuel could be purchased and operations continue. This was also arranged by Glenn Page, Brian Page and Mandy Cox. The repayment terms for the sale of fuel by OTE LP to the Gen 7 Station Entities were more favourable than market terms that would normally apply to its other customers.

71. The general partners or management entities owned by Glenn Page and Mandy Cox received management fees from the Gen 7 Station Entities, and other fees based on fuel volumes sold. The Indigenous owners of the majority interests were to receive no profit distribution until their capital loans were repaid. The loans were to be repaid based on an amount per litre of fuel sold. There is, however, no documentation in the plaintiffs' possession providing for the

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repayment of the initial capital loans from OTE LP borrowed by companies owned by Glenn Page and Mandy Cox to construct each Gen 7 Station Entity project.

72. The construction of the stations was undertaken by Claybar Contracting Inc., whose accounts Glenn Page and Mandy Cox also secretly arranged to have paid by OTE LP.

73. Glenn Page, Mandy Cox and Brian Page further caused OTE LP not to charge the Gen 7 Station Entities approximately \$.05 per litre fuel tax, in order to give them a competitive advantage over the other Indigenous gas stations and some OTE LP customers, and drive up their sale volumes. This also exposed OTE LP to potential liability for failure to collect and remit fuel taxes to the Ontario Ministry of Finance and Revenue Canada. Glenn Page advised the plaintiffs that he was creating a "warchest" to oppose the Government's levy of a carbon tax charged on First Nations' lands. However, OTE LP has no such warchest funds in its bank accounts.

74. The plaintiffs were unaware of the actual circumstances until after July of 2022, and did not authorize or consent to the misuse of their funds and credit by the defendants. All of the funds used to establish the businesses of the Gen 7 Station Entities came from OTE LP.

75. OTE LP ceased supplying the Gen 7 Station Entities with fuel in September of 2022 after their outstanding accounts receivables increased to over \$8,000,000, for fuel ordered by and delivered to them. The accounts receivables remain outstanding despite repeated requests for payment of same. The unpaid accounts receivable include monies owing to the Ontario Ministry of Finance for taxes levied on fuel sales.

### **GLENN PAGE SECRETLY CONTROLS BLENDING STATIONS**

76. While he was president of OTE and in control of the business of OTE LP and OTE Logistics, Glenn Page oversaw the development, construction and operation of a blending

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station located on the Atikameksheng Anishnawbek reserve, and the development and partial construction of another blending station on the Couchiching First Nation reserve. He instructed lawyers to prepare leases for the sites, and limited partnership agreements to govern their operation.

77. Although OTE LP funds and credit were used to establish the blending stations, and they were intended to be assets of OTE LP operated for the benefit of its owners, Glenn Page secretly organized those assets with an ownership and control structure different from OTE LP.

78. Glenn Page is the beneficial owner of a 49% interest in the limited partnership which is the owner of those blending facilities, and a local Indigenous partner chosen by him owns a 10% interest, giving Glenn Page effective voting control of the partnership and the largest ownership position. The same structure was used for the general partners of the two limited partnerships.

79. The plaintiffs have never received any or proper financial information from Glenn Page concerning the operation and business affairs of those limited partnerships. Nor have they received any accounting, distribution of profit or other monies from them.

80. Using AGL and 270CO as his vehicles, Glenn Page created and controlled those blending facilities as if they were his personal property, and unlawfully caused OTE LP to pay all the costs associated with them.

#### **GLENN PAGE OPERATES OTE USA AT THE EXPENSE OF OTE LP**

81. While he was president of OTE and in control of the business of OTE LP and OTE Logistics, Glenn Page oversaw the creation and operation of OTE USA. He was assisted in that endeavour by Mandy Cox and Brian Page. Those defendants retained and instructed lawyers and accountants to establish OTE USA and apply for its operational licences. They leased an

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office in Michigan, hired staff, and with Glenn Page in ultimate control, operated the business of OTE USA. They still do as of the date hereof.

82. Although OTE LP funds and credit were used to establish and operate OTE USA, and it was intended to be a wholly-owned subsidiary of OTE LP having the same ownership, Glenn Page secretly organized OTE USA in a manner which gave GPMC 1 indirect majority beneficial ownership of at least 54%, through OT Michigan which owns 90% of OTE USA. Glenn Page and Mandy Cox, through their vehicle GPMC 1, control both OTE USA and OT Michigan.

83. The business premises of OTE USA and OT Michigan are leased by OTE USA, but that lease was guaranteed by OTE LP.

84. All of the funds used to establish and operate OTE USA and OT Michigan came from OTE LP, including all of the monies needed to pay accountants, lawyers, the landlord, staff, overhead expenses and fuel suppliers. OTE LP's credit facilities at RBC were used by Glenn Page and his confederates to purchase fuel and provide security for OTE USA's fuel purchases, including a \$1,000,000 bond backed by OTE LP in favour of the fuel suppliers of OTE USA..

85. It was the responsibility of Glenn Page to create OTE USA as a wholly-owned subsidiary of OTE LP, and operate it for the benefit of OTE LP and its owners alone. Instead, he organized and operated OTE USA for the benefit of GPMC 1, Mandy Cox, Brian Page and himself. They operated OTE USA as a profit centre for themselves by, *inter alia*, adding charges for taxes and a profit mark-up to amounts OTE USA charged to OTE LP for the importation of fuel.

86. The plaintiffs have never received any or proper financial information from the defendants concerning the operations and business affairs of OTE USA, OT Michigan, and the other corporate defendants. Nor have they received any accounting, distribution of profit, or other

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monies from them. They did not authorize or consent to the unlawful manner in which the defendants created and operated OTE USA.

### **OTE LP FUNDS USED TO BENEFIT DEFENDANTS' VEHICLES**

87. The defendants Glenn Page and Mandy Cox used the funds and credit of OTE LP, and the funds and assets they were converted into, to establish and operate GPMC 1, GPMC 2 and GPMC St. Lucia, while they were working for OTE LP. They continue to own and operate those business entities today.

88. GPMC 2, which has carried on business as GPMC Management Services since March 4, 2020, operates from Glen Page's office in Burlington, Ontario. Its business purpose is to own and operate the Gen 7 Station Entities' businesses.

89. GPMC St. Lucia, which has carried on business as Gen 7 Brands International since December 2, 2021, operates from premises in St. Lucia. Its business purpose is to support the Gen 7 Station Entities with auditing, purchasing, bookkeeping and accounting services for their gas stations. GPMC St. Lucia is the client service division of GPMC 1 and GPMC 2.

90. GPMC 1, GPMC 2, GPMC St. Lucia, AGL, 270CO, 760CO, and 112CO were the vehicles used by Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins to misappropriate the funds and credit of OTE LP and OTE Logistics, to engage in the aforesaid unlawful acts, and to conceal them.

91. The plaintiffs have never received from the defendants any accounting or proper financial information concerning the transactions, operations and business affairs between OTE LP and OTE Logistics, and GPMC 1, GPMC 2, GPMC St. Lucia, AGL, 270CO, 760CO and 112CO, or their proper ownership. They have not received any accounting or proper financial information

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concerning the transactions between the Gen 7 Station Entities and OTE LP and OTE Logistics, nor any payment, distribution of profit, or return of misappropriated funds from any of the defendants.

### **WRONGFUL INTERFERENCE WITH THE PLAINTIFFS' BUSINESS**

92. Prior to the resignation of Glenn Page, he and the other defendants were in control of the information systems of OTE, OTE LP, OTE Logistics, and the defendant corporate entities. The accounting, payroll, IT services, purchasing, and document creation and retention systems of all those entities were managed and overseen by Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins at their Burlington office. Although OTE LP and OTE Logistics' staff had operational access to those systems, their user credentials and authorizations were in the control of Glenn Page, Mandy Cox and Brian Page.

93. During the period from late July to late August of 2022, after Glenn Page resigned, the plaintiffs investigated the activities of Mandy Cox, Brian Page and Kellie Hodgins. Their employment by OTE LP or OTE Logistics terminated shortly thereafter.

94. During that period, and into September of 2022, the personnel of OTE LP and OTE Logistics, including Scott Hill and Miles Hill, discovered that they were locked out of some of their business information systems, and that Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins retained control over them.

95. The defendants deliberately frustrated and delayed efforts by OTE LP and OTE Logistics to obtain credentials and authorizations to take control of and maintain access to their business information systems.

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96. The defendants also deliberately deleted business records, and have withheld business and financial records of OTE LP and OTE Logistics from the plaintiffs. Once the defendants were able to obtain credentials and control over their business information systems, the defendants discovered that Glenn Page and Mandy Cox had deleted the contents of their email mailboxes for OTE LP and OTE Logistics.

97. As a result of the defendants' misconduct, the payroll functions of OTE LP and OTE Logistics were interrupted, some suppliers went unpaid, Scott Hill, Miles Hill and their staff were unable to generate accurate and complete financial information concerning their operations and business affairs, and the plaintiffs ability to conduct business was greatly impaired. The defendants deleted or destroyed records and interfered with the plaintiffs' business information systems in order to conceal their misconduct.

98. Prior to early September of 2022, the defendants Glenn Page, Mandy Cox, Brian Page, GPMC 1, GPMC 2, GPMC St. Lucia, OTE USA, OT Michigan, AGL, 270CO, 706CO, 112CO and the Gen 7 Station Entities acted in concert to conceal their unlawful acts from the plaintiffs. Once those acts were discovered, they acted in concert to undermine attempts by the plaintiffs to operate their business, pursue U.S. excise tax refunds for OTE LP, and take their rightful ownership and control of the blending stations referred to above. They did this by, *inter alia*, instructing US legal and accounting advisors not to deal with the plaintiffs, misrepresenting to them and to others that the defendants, and not the plaintiffs, were their true clients and counterparties, and that OTE LP would soon be going bankrupt.

99. The defendants wrongfully interfered with the plaintiffs' business to enrich themselves, cause harm to the plaintiffs, and to conceal their aforesaid unlawful acts.

## CLI'S BREACH OF CONTRACT AND OBLIGATION

100. As a fuel blender and distributor, OTE LP sourced bulk fuel from suppliers in the United States. OTE LP would then have the bulk fuel transported from the United States to locations in Canada before processing and delivering to customers.

101. OTE LP relies on several shipping companies and logistics providers to transport the bulk fuel from its fuel in the United States to Canada. One such logistics company is CLI.

102. In respect of some, but not all, of the fuel imported from the United States, OTE LP operated through OTE USA, which as described above was intended to be its wholly-owned U.S. subsidiary. OTE USA purchased fuel from a U.S. supplier and arranged for its delivery to Canada through OTE LP's shipping and logistics providers. Glenn Page secretly caused OTE LP and OTE USA to enter into a fuel supply agreement that governed this arrangement on terms he directed (the "**Fuel Supply Agreement**").

103. The Fuel Supply Agreement set out the terms for the delivery of fuel from OTE USA to OTE LP, and provided, *inter alia*, that:

- (a) OTE LP will nominate monthly volume requirements by the 15<sup>th</sup> of each month;
- (b) OTE LP will make full payment for the fuel within five calendar days after receiving the invoice from OTE USA;
- (c) risk for the fuel passes from OTE USA to OTE LP at the place of loading; and
- (d) title of the fuel pass from OTE USA to OTE LP at the United States-Canada border.

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104. The plaintiffs believe that OTE LP and OTE USA operated in accordance with the terms of that Fuel Supply Agreement, despite the fact that it facilitated the operations of both companies in a manner contrary to the parties' agreements and the plaintiffs' rights and reasonable expectations.

***Fuel Delivery from Marathon***

105. Marathon Petroleum Corporation ("**Marathon**") is a fuel supplier located in Michigan. OTE USA acted as OTE LP's intermediary for fuel purchased from Marathon.

106. After OTE USA purchased the fuel from Marathon, OTE USA arranged for the fuel to be delivered from Marathon's facilities in Michigan to OTE LP's processing plant by various rail and logistics companies.

107. The fuel ordered from Marathon was delivered on rail tank cars leased to OTE LP from various third party lessors of rail tank cars. CLI was merely the logistics services provider handling the rail tank cars on behalf of OTE LP after they arrived at its Sudbury rail yard.

***Fuel Delivery from Greenergy***

108. Greenergy USA Inc. ("**Greenergy**") is a fuel supplier located in Ohio.

109. OTE LP purchased fuel directly from Greenergy. After OTE LP purchased fuel from Greenergy, Greenergy shipped it from its facilities in Toledo, Ohio to OTE LP's processing plant through rail tank cars leased by OTE LP from various third party lessors. CLI was merely the logistics services provider handling the rail tank cars on behalf of OTE LP after they arrived at its Sudbury rail yard.

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110. The Fuel Supply Agreement does not apply to fuel purchases from Greenergy because OTE LP purchased fuel directly from Greenergy without OTE USA acting as an intermediary.

***CLI Refuses to Deliver the Rail Tank Cars and Fuel***

111. In July and August of 2022, OTE LP directly purchased fuel volumes sufficient to fill 12 rail tank cars from Greenergy, and nominated and paid for fuel volumes sufficient to fill 27 rail tank cars from Marathon through OTE USA (the "**Undelivered Cars and Fuel**").

112. The Undelivered Cars and Fuel were transported from Ohio and Michigan to CLI's Sudbury rail yard. As of September 15, 2022, each of the 39 Undelivered Cars and Fuel had crossed the US border and arrived at the Sudbury rail yard. CLI took control of the rail tank cars carrying the Undelivered Cars and Fuel after they arrived at its Sudbury rail yard.

113. Despite repeated requests from OTE LP, CLI refuses to offload and deliver the Undelivered Cars and Fuel into OTE LP's possession. Rather, CLI takes the position that the fuel may belong to OTE USA, which is another of its customers. CLI has taken sides with OTE USA to wrongfully deny OTE LP possession of the Undelivered Cars and Fuel, despite being aware of the terms of the Fuel Supply Agreement, and that OTE LP has already paid for the fuel in the 27 rail cars carrying Marathon sourced fuel. The plaintiffs believe that CLI and Glenn Page have other business interests together.

***CLI's Conversion of the Undelivered Cars and Fuel***

114. OTE LP pleads that by taking control and maintaining possession of the Undelivered Cars and Fuel, CLI has wrongfully interfered with and converted OTE LP's property and denied its right of lawful possession to the Undelivered Cars and Fuel. CLI is still improperly refusing to release control of the Undelivered Fuel to OTE LP.

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***An Interim Replevin Order is Necessary***

115. OTE LP is entitled to the relief sought against CLI, and to an interim replevin Order.

116. The plaintiffs have provided CLI with comprehensive documentation demonstrating that OTE LP is the owner of the Undelivered Cars and Fuel. CLI has refused to surrender possession to those assets, and has knowingly interfered with the plaintiffs lawful business operations, causing it to suffer damages. The defendants wrongfully induced CLI's unlawful conduct, or in the alternative, they conspired together to effect an unlawful result intended to injure the plaintiffs.

**BREACHES OF OBLIGATION AND TORTS OF THE DEFENDANTS**

117. At all material times, Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins owed fiduciary duties to the plaintiffs. They were all in positions of control over the business, operations and assets of the plaintiffs, or important aspects of them, were trusted by the plaintiffs to act in their best interests, and had an obligation to avoid taking personal benefits they were not otherwise lawfully entitled to.

118. Glenn Page, Mandy Cox and Brian Page were directors and officers, or *de facto* directors and officers, of OTE LP and OTE Logistics, and until early September of 2022 exercised operational and financial control over their businesses. They each had a fiduciary duty to OTE LP and OTE Logistics to act honestly and in good faith, manage assets so as to realize their objectives, not abuse their positions for personal benefit, and to serve them selflessly, loyally and honestly. They had an equivalent statutory duty, and an express or implied contractual duty to the same effect.

119. Those defendants entirely breached their duties, causing the plaintiffs very great detriment and loss, and are liable to the plaintiffs in damages.

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120. Their many unlawful acts described above were deliberate, planned, concealed and undertaken in concert as an unlawful conspiracy among all of the defendants.

121. Glenn Page and Mandy Cox induced the other defendants to carry out the unlawful acts described herein.

122. Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins induced each other, and the corporate defendants, to carry out some or all of the unlawful acts described herein.

123. All of the defendants knowingly assisted in some or all of the unlawful acts described herein.

124. All of the defendants were, and may still be, in knowing receipt of funds, assets and opportunities wrongfully taken by means of the unlawful acts described herein, and of the funds, assets and opportunities into which they were converted.

125. The defendants have been unjustly enriched as a result of their unlawful acts described herein, to the deprivation of the plaintiffs. As a result of the nature of their misconduct, the defendants hold all of the monies and assets taken by them, and the other monies, profits and assets in which they were converted, on a constructive trust. They are liable to the plaintiffs to account, make full restitution, and for damages sufficient to compensate them for their losses and deprivations.

126. The defendant Glenn Page negligently breached his contractual and statutory duties owed to OTE LP and OTE Logistics, and their owners. He mismanaged their businesses, failed to ensure that reasonable business, taxation and financial records were kept and disclosed in a timely manner, and neglected his duties as an officer of OTE and OTE LP, including by knowingly

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failing to cause OTE LP to comply with obligations applicable to it. He is liable to the plaintiffs in damages for all losses caused by his negligence.

127. The defendants intentionally interfered with the operations and business affairs of OTE LP and OTE Logistics, planned and intended to cause harm to the plaintiffs, and did cause very great harm to them by means of the unlawful acts described herein.

128. The individual defendants' conduct while in control of the OTE companies, in committing the unlawful acts described herein through the vehicles of the other defendants, have oppressed OTE, OTE LP, OTE Logistics, and Miles and Scott Hill, their shareholders and partners. The misconduct of the defendants was unfairly prejudicial to and unfairly disregarded their interests, and was entirely contrary to the plaintiffs reasonable expectations concerning the business, affairs and management of OTE and OTE LP. The plaintiffs seek the Court's Orders under s. 248 of the *Business Corporations Act* (Ontario) remedying the misconduct of the defendants in a manner to be determined at trial.

129. As a result of the unlawful acts described herein, the plaintiffs are entitled to the relief claimed, including awards of punitive damages for their calculated and repeated disgraceful misconduct

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October 12, 2022

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
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Suite 1800  
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Lawyers for the Plaintiffs

ORIGINAL TRADERS ENERGY LP et al.  
Plaintiffs

-and- GLENN PAGE et al.

Defendants  
Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
TORONTO

**STATEMENT OF CLAIM**

**AIRD & BERLIS LLP**  
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Lawyers for the Plaintiffs

This is **Exhibit "G"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

A handwritten signature in black ink, appearing to read "A. Blum".

---

A Commissioner for Taking Affidavits

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

OTE USA LLC,  
a Michigan limited liability company,  
  
Plaintiff,

Case No.:  
  
Hon.

v.

**COMPLAINT**

ORIGINAL TRADERS ENERGY LP,  
a Canadian limited partnership,  
  
Defendant.

---

Plaintiff OTE USA LLC (“OTE USA”), for its Complaint against Defendant Original Traders Energy LP (“Original Traders”), states as follows:

**Parties, Jurisdiction, and Venue**

1. OTE USA is a Michigan limited liability company, with its principal place of business in East Lansing, Michigan. OTE USA’s sole member is a Michigan corporation with its principal place of business in Michigan.

2. Original Traders is a Canadian limited partnership with its principal place of business in Ontario, Canada. Upon information and belief, Original Traders’ general partner is a Canadian corporation with its principal place of business in Canada. Upon information and belief, no partner within Original Traders is located in Michigan.

3. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a)(2) as the amount in controversy exceeds \$75,000, exclusive of interest and costs, and the parties are not citizens of the same state.

4. OTE USA and Original Traders contractually consented to personal jurisdiction in this Court: “If either party brings against the other party any proceeding arising out of this Agreement, that party will bring that proceeding only in the United States District Court for the District of Michigan or in any state court of Michigan.” (Agreement, Product Sales Terms at § 13.)

5. Venue is proper in this Court under 28 U.S.C. § 1391(2) and (3) given delivery of the fuel at issue took place at designated terminals in Shelby County and Wayne County, Michigan and because Original Traders consented to jurisdiction in this district pursuant to the Agreement at issue.

### **The Parties’ Agreement**

6. On or about June 1, 2022, Original Traders as buyer, and OTE USA as seller, entered into a Supply Agreement under which OTE USA agreed to supply certain fuel to Original Traders at agreed-upon prices.

7. The Supply Agreement expressly incorporates by reference Product Sales Terms, which are attached to the Supply Agreement. The Agreement includes a Michigan choice of law provision and expressly excludes application of the United Nations Convention on Contracts for the International Sale of Goods. The Supply

Agreement and Product Sales Terms are collectively referred to herein as the “Agreement.”<sup>1</sup>

8. Pursuant to the Agreement, each month, Original Traders was to submit a “written nomination” to OTE USA for its purchase of fuel, specifying the monthly quantity of fuel (in gallons) it intends to purchase at specified terminal locations (the “Nomination”). OTE USA then had three business days after receipt to accept or reject each monthly nomination.

9. In the event Original Traders failed to timely submit a Nomination for a delivery month, or if OTE USA rejected a Nomination and the parties were unable to agree to an adjustment of the Nomination within two business days of OTE USA’s rejection, the Agreement provides that the applicable accepted Nomination for the immediately preceding delivery month will be deemed the accepted Nomination for the delivery month.

10. Under the Agreement, during each month, Original Traders was required to purchase at least 90% of the fuel contemplated by the accepted Nomination at the associated terminals, and OTE USA was not required to supply fuel for Original Traders’ purchases in amounts greater than 100% of the applicable accepted Nomination.

---

<sup>1</sup> In light of the confidential designation contained in the Agreement, OTE USA has refrained from attaching a copy to this Complaint.

11. Fuel was lifted, i.e. loaded, onto tankers at designated terminals and then transported by third-party transportation logistics companies by way of road or rail to Original Traders' designated locations in Canada. When fuel was transported by road, it generally arrived at Original Traders' designated locations within 24 hours of being lifted. Fuel that had been transported by rail generally arrived at Original Traders' designated locations five to seven days after being lifted.

12. Once fuel was lifted at the designated terminals, the third-party supplier of fuel would send an invoice to OTE USA for the lifted fuel, and in turn, OTE USA would send an invoice to Original Traders for that fuel. Invoices were typically sent from OTE USA to Original Traders approximately two to three days after the fuel was lifted.

13. The invoices OTE USA sent pursuant to the Agreement specified a payment term of "Net 05," meaning that payment was due within five days of the invoice date.

14. Under the Agreement, payment terms are subject to change by OTE USA at any time. On August 10, 2022, OTE USA advised Original Traders that OTE USA reserved the right to apply payments to Original Traders' open balance as it saw fit.

15. Pursuant to the Agreement, if OTE USA does not receive payment when due, it may impose a 2% late payment charge, and if a lawsuit is filed to collect, OTE USA is entitled to recover its attorney's fees and court costs.

16. Under the Agreement, OTE USA also reserves the right to reclaim fuel for which it was not paid, and to resell that fuel at Original Traders' expense.

**Original Traders Defaults on its Payment Obligations**

17. For months, the parties performed pursuant to the Agreement, whereby OTE USA supplied fuel to Original Traders in exchange for monetary payment from Original Traders to OTE USA.

18. However, beginning in August 2022, Original Traders defaulted on its payment obligations and ceased making payments for fuel it purchased pursuant to the Agreement.

19. Specifically, from August 4, 2022 through September 7, 2022, Original Traders failed to pay 111 invoices for fuel it purchased, resulting in an open balance of USD \$4,909,457.42 (the "Invoices"). After assessing the 2% late payment penalty under the Agreement, the total open balance due from Original Traders to OTE USA as of January 12, 2023, is USD \$5,320,458.56 (the "Outstanding Balance").

### **The Segregated Fuel**

20. At the time of Original Traders' default, 41 rail-cars worth of fuel nominated by Original Traders were in the possession of a third-party carrier and in the process of being transported to Original Traders' designated location.

21. In accordance with the Agreement and Michigan law, OTE USA directed the carrier to stop delivery of that fuel, prior to final delivery (the "Undelivered Fuel").

22. OTE USA has since resold ten rail-carloads of the Undelivered Fuel to three (3) third-parties in exchange for payment (the "Recovered Amount"). The Recovered Amount totals \$1,217,606.25 (USD), which is approximately one-fifth of the Outstanding Balance.

23. As of the date of this filing, the remainder of the Undelivered Fuel that has not been resold (the "Segregated Fuel"), is being stored at a third-party private rail company in Sudbury, Ontario, Canada in exchange for a daily rental fee.

### **OTE USA's Repeated Demands Payment from Original Traders**

24. Of the Invoices at issue, 29 pertain to fuel transported to Original Traders' designated locations via road, and upon information and belief, that fuel has already been resold by Original Traders (the "Delivered Fuel"). The portion of

the total Invoices pertaining to the Delivered Fuel is USD \$1,223,265.01 (the “Delivered Fuel Balance”).

25. The remaining 82 unpaid Invoices pertain to the Undelivered Fuel. The portion of the Invoices amount pertaining to the Undelivered Fuel less the Recovered Amount is \$2,468,586.16 USD (the “Segregated Fuel Balance”).

26. On September 8, 2022, OTE USA’s representative sent email correspondence to Original Traders’ representative advising that, based on “yesterday’s aging and assuming no payment today or tomorrow, a 2% late fee / Reactivation fee in the amount in the amount of \$60,010.36 will need to be paid in addition to your payments.” OTE USA’s representative further advised that on “Monday September 12<sup>th</sup> [Original Traders] will have to make a payment of \$4,755,278.43 which includes the outstanding amount of \$4,695,268.07 plus a late fee of \$60,010.36” and indicated that “[t]his penalty can be avoided by making payment today in the amount of \$1,270,757.76 and tomorrow in the amount of \$1,230,178.23.”

27. That same day, Original Traders representative responded “Gen 7 pays their \$8 000 000 plus outstanding gas bill, [Original Traders] pays OTE USA.” In other words, Original Traders advised that once it received payment from its customer, “Gen 7,” Original Traders would pay OTE USA.

28. On November 3, 2022, OTE USA's representative sent another email correspondence to Original Traders' representative, attaching a copy of its aging report as of November 3, 2022, and instructing Original Traders to "remit payment at [its] earliest convenience." Original Traders did not respond.

29. A week later, on November 10, 2022, OTE USA's representative sent yet another email correspondence to Original Traders' representative, attaching a copy of its aging report as of November 10, 2022 and advising Original Traders, again, to "remit payment at [its] earliest convenience." The aging report attached to the OTE USA's representative's November 10, 2022 email communication identifies, for each unpaid Invoice, its respective due date, days past due, amount, and open balance with 2% late payment penalty, along with the total Outstanding Balance. Original Traders, again, did not respond.

30. OTE USA has continued to send emails to Original Traders each and every business day demanding that Original Traders pay the Outstanding Balance. Original Traders had not responded.

31. Nothing in the Agreement or otherwise permits Original Traders to refuse to pay OTE USA the Outstanding Balance less the Recovered Amount for fuel it accepted pursuant to the Agreement based on non-payment or late payment of Original Traders' customers.

**Count I – Breach of Contract as to the Delivered Fuel**

32. OTE USA incorporates by reference all preceding paragraphs.

33. The Agreement between OTE USA and Original Traders is a valid and enforceable contract.

34. OTE USA has fulfilled its obligations under the Agreement.

35. Original Traders has breached the Agreement by failing to pay the Delivered Fuel Balance pursuant to the payment obligations set forth in the Agreement.

36. As a direct and proximate result of Original Traders breach of the Agreement, OTE USA has suffered and will continue to suffer damages, including, but not limited to, the Delivered Fuel Balance, together with the 2% late payment charge, interest, costs and attorney’s fees incurred in enforcing OTE USA’s rights under the Agreement.

**Count II – Breach of Contract as to the Segregated Fuel**

37. OTE USA incorporates by reference all preceding paragraphs.

38. The Agreement between OTE USA and Original Traders is a valid and enforceable contract.

39. OTE USA has fulfilled its obligations under the Agreement.

40. Original Traders breached the Agreement by failing to pay the Segregated Fuel Balance.

41. OTE USA exercised its right under Michigan law to stop the delivery of the Segregated Fuel by the third-party carrier in light of the Outstanding Balance. *See* MCL 440.2705.

42. Upon payment of the Segregated Fuel Balance plus an amount equal to the storage fees associated with the Undelivered Fuel, any other incidental and/or consequential damages, and OTE USA's attorney's fees and costs, OTE USA will direct the third-party carrier to release the Segregated Fuel to Original Traders.

43. As a direct and proximate result of Original Traders' breach of the Agreement, OTE USA has suffered and will continue to suffer damages, including, but not limited to, the Segregated Fuel Balance, together with the 2% late payment charge, the ensuing rental fees assessed by the third-party private rail company, interest, costs and attorney's fees incurred in enforcing OTE USA's rights under the Agreement.

### **Count III- Unjust Enrichment as to Delivered Fuel**

44. OTE USA incorporates by reference all preceding paragraphs.

45. Original Traders received a financial benefit from OTE USA in the form of the Delivered Fuel in an amount equating to the Delivered Fuel Balance that OTE USA supplied and which Original Traders unequivocally accepted and did not return.

46. Although Original Traders accepted the Delivered Fuel supplied by OTE USA, it failed to pay OTE USA the Delivered Fuel Balance.

47. Original Traders' failure to pay the Delivered Fuel Balance to OTE USA has resulted in an inequity, as OTE USA has lost significant time, resources and money supplying fuel for which it was not compensated.

WHEREFORE, OTE USA respectfully requests judgment in its favor and the following relief:

- A. That OTE USA be awarded damages from Original Trader in the amount of the Outstanding Balance less the Recovered Amount, plus interest and any incidental and consequential damages, including, but not limited to, any ensuing charges assessed by the third-party carrier holding the Segregated Fuel;
- B. That OTE USA be awarded its costs and reasonable attorney's fees associated with this action pursuant to the Agreement;
- C. That OTE USA be awarded both pre-judgment and post-judgment interest in an amount to be determined; and
- D. That the Court award any other relief that it deems just and proper under the circumstances.

Respectfully submitted,

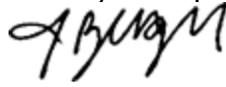
Dated: January 19, 2023

By: /s/Brian Wassom  
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*Attorneys for Plaintiff*

This is **Exhibit "H"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

A handwritten signature in black ink, appearing to read "A. Blum".

---

A Commissioner for Taking Affidavits

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN

_____	)	
OTE USA LLC, a Michigan limited	)	
liability company,	)	
	)	Case No. 2:23-cv-10152
Plaintiff,	)	
	)	Hon. George Caram Steeh
v.	)	Hon. Mag. David R. Grand
	)	
ORIGINAL TRADERS ENERGY LP,	)	
a Canadian limited partnership,	)	
	)	
Defendant.	)	
	)	
	)	
_____	)	

**DECLARATION OF SCOTT HILL IN SUPPORT OF DEFENDANT  
ORIGINAL TRADERS ENERGY LP’S MOTION TO DISMISS  
PLAINTIFF’S COMPLAINT**

I, Scott Hill, declare under penalty of perjury as follows:

1. I am over eighteen years of age and competent to testify to the facts and observations set forth in this Declaration. The information set forth below is based on my personal knowledge, and if called to testify in this matter, I would and could testify truthfully to the facts set forth below.

2. As part of the preparation of this Declaration, I reviewed documents maintained by Original Traders Energy LP (“Original Traders” or, the “Company”) in the ordinary course of business that are relevant to the events described below.

The statements herein are true, accurate, and correct, and are based upon my own

personal knowledge of the facts and circumstances and/or upon my review of the records kept in the ordinary course of Original Traders' business, which records were made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information therein or from information transmitted by persons with personal knowledge thereof.

3. I am one of the owners of Original Traders. I currently serve as the President of Original Traders Ltd., which is the general partner of Original Traders. I am a resident of Ontario, Canada.

4. Original Traders is a Canadian limited partnership, which has been in the business of importing and blending fuel products to supply to gas station customers in Ontario since August 30, 2017.

5. Original Traders was established in 2017 by Miles Hill.

6. Miles Hill is a businessman and a member of the Six Nations of the Grand River. Miles Hill resides in Ontario, Canada. Miles Hill is my brother.

7. To create and run Original Traders, Miles Hill hired Glenn Page, who had previously worked with Miles Hill on a variety of ventures and whom he had known since 2003. Glenn Page resides in Ontario, Canada.

8. From its founding until July 2022, Glenn Page was the president of Original, a director of Original Traders, and an owner of Original Traders. During

that time, Glenn Page had complete executive and operational control over Original Traders and its related businesses.

9. During that time, I served as Vice-President of Original Traders with responsibility for the Company's sales and marketing activities.

10. Miles Hill remained an owner of Original Traders but did not retain any day-to-day operational responsibilities.

11. Currently, Miles Hill, Glenn Page and I each own a one-third interest in Original Traders.

12. In early 2021, Glenn Page proposed to Miles Hill and myself that Original Traders establish a wholly-owned U.S. subsidiary of Original Traders to facilitate the purchase of bulk fuel on a tax-effective basis. He represented that he had obtained U.S. accounting and legal advice that such an entity could apply for and receive an exemption from paying State and Federal excise taxes on fuel purchases on the basis that all of the fuel would be exported to Canada and not resold in the U.S. Original Traders had previously been paying millions of dollars in U.S. excise taxes each year.

13. Miles Hill and I agreed to this proposal with the understanding that the new U.S. entity would have the same ownership structure as Original Traders and that its sole purpose was to be a vehicle to save Original Traders the expense of U.S. excise taxes on fuel purchases. We also understood that the new U.S. entity would

not be a profitable stand-alone business but would instead pass all profit through to Original Traders, which is based on a First Nation reserve with Indigenous majority owners.

14. Unbeknownst to Miles Hill and me, the new U.S. entity, OTE USA LLC (“OTE USA”), was already in the process of being created in Michigan by Glenn Page before the proposal was raised. It was founded and funded using Original Traders’ assets and credit.

15. OTE USA did not have the ownership structure that Miles Hill and I had agreed to. Rather than having ownership and control of OTE USA shared between Miles Hill, Glenn Page and I, OTE USA is instead majority-owned by GPMC 1. Glenn Page and his wife Mandy Cox are the directors, officers, and beneficial owners of GPMC 1.

16. Glenn Page, Mandy Cox, and Glenn Page’s brother Brian Page are the directors, officers, and beneficial owners of OTE USA. Mandy Cox is a resident of Ontario, Canada. Brian Page is a resident of Manitoba, Canada.

17. Through his role as executive officer and director of Original Traders, Glenn Page caused Original Traders to enter into a Supply Agreement with OTE USA. The Supply Agreement was entered into by Glenn Page as President/Owner of OTE and by Brian Page as Vice President/Owner of OTE USA. Glenn Page never sought ratification of the transaction from Original Traders.

18. Through the Supply Agreement, OTE USA sold bulk fuel to Original Traders. The original intent of Miles Hill and I, to which Glenn Page agreed, was that OTE USA would not operate at a profit and would instead operate solely to reduce the amount of excise taxes on fuel purchases that Original Traders had previously paid.

19. Contrary to that original intent, OTE USA operated as a profit center for Glenn Page, Brian Page, and Mandy Cox, where OTE USA added additional charges for taxes and a profit mark-up on all fuel sales to Original Traders. OTE USA charged Original Traders for excise taxes which OTE USA was not even required to pay.

20. Instead of saving Original Traders money, the Supply Agreement has cost Original Traders more money than it otherwise would have paid if the actual agreement that Miles Hill and I approved had been entered.

21. Glenn Page never informed Miles Hill and I regarding the actual ownership of OTE USA, and we did not discover that Original Traders funds and credit had been used to establish OTE USA as an entity owned and operated by Glenn Page for his own benefit until after July 2022.

22. Glenn Page remained the executive in charge of the operations of Original Traders until July 2022, when he abruptly resigned.

23. Following his resignation, Miles Hill and I have uncovered significant evidence of misfeasance related to his operations of Original Traders and its subsidiaries.

24. For one, the improper formation and operation of OTE USA was not discovered until after Glenn Page resigned from his role as president.

25. Beyond the issues with OTE USA and the Supply Agreement, it has also emerged that Glenn Page forged Original Traders financial statements, made millions of dollars of suspicious wire transfers from Original Traders' bank accounts, purchased a seventy-foot yacht for his personal use, appears to have made salary payments to fictitious third parties, and fraudulently created other entities using Original Traders' funds and resources wherein he was a majority owner unbeknownst to and without the consent of Miles Hill and myself.

26. Following the discovery of Glenn Page's misfeasance as president of Original Traders, Original Traders, Miles Hill, and I filed litigation against Glenn Page and his confederates in October 2022. That litigation was filed in the Ontario Supreme Court of Justice Court File No. CV-22-00688572-0000. The lawsuit alleges that Glenn Page, Mandy Cox, Brian Page, and others, including subsidiaries formed by Glenn Page in manners contrary to his representations, wronged and harmed Original Traders, Miles Hill, and I in the amount of tens of millions of dollars.

27. Specifically, the litigation alleges claims for misappropriation of funds, wrongful interference with Original Traders' business relationships, breach of contract and obligation, and breach of fiduciary duty.

28. One of the claims in the litigation filed against Glenn Page and his confederates is that the Supply Agreement was drafted contrary to the actual agreement of the parties and Original Traders' reasonable expectations.

29. In August 2022, Original Traders received notice from the Ontario Ministry of Finance that no payments or remittances had been made by Original Traders with returns filed for provincial gasoline tax and fuel tax for the period August 1, 2021 to June 30, 2022 and that no returns had been filed for gasoline and fuel tax by Original Traders since July 2021. Original Traders also received notice that Canadian Federal tax on fuel sold had not been remitted. Original Traders is alleged to be liable for more than \$35 million for taxes collected but not remitted to Canadian authorities. These funds are not in the possession of Original Traders or its subsidiaries.

30. Original Traders allegedly owes another \$19.4 million to the Canada Border Services Agency.

31. Original Traders does not have the assets to satisfy all of the debts incurred by Glenn Page in Original Traders' name but without Original Traders' consent or knowledge.

32. Accordingly, Original Traders has been forced to file for bankruptcy in Canada in January 2023 as a result of Glenn Page's misconduct, and those proceedings continue today.

33. On February 9, the Superior Court of Ontario declared a "stay" that suspends any legal action currently underway against Original Traders in Canada.

34. On March 15, 2023, the Superior Court of Ontario issued a *Mareva* injunction regarding the seventy-foot yacht purchased by Glenn Page and Mandy Cox and ordered the yacht to be returned to Florida waters.

35. Further, Original Traders' Florida counsel will shortly be bringing a Chapter 15 recognition proceeding in the courts of the State of Florida to recognize the stay order issued by the Canadian court as part of the Original Traders insolvency proceeding.

36. Glenn Page's formation of OTE USA was done without the knowledge or consent of Miles Hill or I, who are the majority owners of Original Traders. If we had been informed of the material facts concerning the formation of OTE USA, we would not have approved of Glenn Page's actions.

37. Miles Hill and I did not know the material terms of the Supply Agreement entered into by Glenn Page on behalf of Original Traders with OTE USA. The terms of the Supply Agreement differ from their understanding of the

agreement that had been reached and Glenn Page misrepresented material facts concerning the Supply Agreement to us.

38. If Miles Hill or I had been informed of the material facts concerning the Supply Agreement, including Glenn Page's conflict of interest, the fraudulent formation of OTE USA, and the profitability of the Supply Agreement for OTE USA, we would not have approved of Original Traders entering the Supply Agreement with OTE USA because it was contrary to the agreement and not fair to the interests of Original Traders.

Pursuant to 28 U.S.C. § 1746, I hereby declare and state under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on March 21, 2023



Scott Hill

This is **Exhibit "I"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023



---

A Commissioner for Taking Affidavits

## STOCK SUBSCRIPTION AGREEMENT

To: Board of Directors  
OT ENERGY INC.

I agree to purchase from OT ENERGY INC., a Michigan corporation (the "**Company**"), 2,700 shares (the "**Shares**") of the Company's common stock for a total purchase price of Twenty-Seven Thousand and 00/100 United States Dollars (\$27,000.00). I give this letter to the Company to encourage the Company to issue the Shares to me.

I am a resident and citizen of the county of Canada and I am purchasing the Shares for my sole account for investment and not for the direct or indirect account or beneficial interest of any other person and not for distribution, assignment, or resale to others. The Company has not offered or sold the Shares to me by the use of any general advertising or general solicitation. I understand that the Company has not registered the sale of the Shares under the Federal Securities Act of 1933, as amended, the Michigan Uniform Securities Act, as amended, or any other applicable state securities laws, in reliance upon exemptions from registration for nonpublic offerings.

I understand and agree that, as a condition to purchasing the Shares, I must enter into a shareholders agreement acceptable to the Company that will contain restrictions on the transfer of the Shares. I will not sell or transfer the Shares unless the sale or transfer is registered, or exempt from registration, under the federal and applicable state securities laws. I also will not sell or transfer the Shares without compliance with reasonable conditions the Company may impose to assure that my sale is exempt under federal and applicable state securities laws and the Company may refuse to transfer the Shares unless the Company is reasonably satisfied that I have complied with the federal and applicable state securities laws and all other restrictions on transferability. I also understand that the Company will place a legend on the certificates representing the Shares, noting these restrictions on transferability.

I have adequate means of providing for my current needs and possible personal contingencies and I have no need for liquidity in this investment. I am able to bear the substantial economic risks of an investment in the Shares for an indefinite period and I could afford a complete loss of the investment. I understand that there will be no public market for the Shares. I, alone or together with my representatives, if any, have sufficient knowledge and experience in financial, tax, and business matters to evaluate the merits and risks of the proposed investment and to make an informed investment decision about the Shares.

I represent to the Company that neither the offer nor issuance of shares pursuant hereto, nor any acts of the Company or myself relating thereto or otherwise relating to the subject matter of this Stock Subscription Agreement will require any registration, notice, license, consent or other action by the Company under, or will constitute a violation of, the laws, rules or regulations of or within either Canada or Ontario, or with respect to either of their respective

agencies, divisions, subdivisions or any other public or quasi-public regulatory authority of or within Canada or Ontario.

The Company has provided me with an opportunity to carefully review the Articles of Incorporation, Bylaws, and the other books and records of the Company and to ask questions and receive answers concerning the Company and this stock offering.

The Company's representatives have not made any oral statements to me that are in any way inconsistent with the written information received by me concerning this stock offering.

I have signed this Stock Subscription Agreement as of the date written below.

SUBSCRIBER:

Effective Date: June 15, 2021

  
\_\_\_\_\_  
Scott Hill

## OT ENERGY INC.

**CONSENT RESOLUTION OF THE DIRECTORS  
IN LIEU OF FIRST MEETING OF THE BOARD OF DIRECTORS**

Pursuant to the provisions of Section 525 of the Michigan Business Corporation Act, the undersigned, being all of the directors ("Directors") of OT ENERGY INC., a Michigan corporation ("Corporation"), without a meeting, without prior notice and without a vote, consent to the following corporate actions effective June 15, 2021:

1. **Bylaws.** The bylaws attached as Exhibit A shall be the bylaws of the Corporation.

2. **Officers.** The following persons shall hold the offices set forth opposite their names until further action of the Directors:

<u>Name</u>	<u>Office</u>
Glenn Page	President
Brian J. Page	Secretary
Nick Capretta	Treasurer

3. **Stock Certificate and Record.** The form of stock certificate and record attached as Exhibit B shall be the stock certificate and record of the Corporation.

4. **Bank Account Resolutions.** The Corporation shall open up a corporate bank account in the State of Michigan and/or in Canada. The president, secretary and treasurer are authorized to sign any and all documents necessary to open the corporate bank account.

5. **Fiscal Year.** The first fiscal year of the corporation shall terminate on December 31, 2020, and thereafter each fiscal year of the corporation shall commence on January 1 and terminate on December 31 of that year.

6. **Issuance of Stock to 2658658 Ontario Inc.** The stock subscription of 2658658 Ontario Inc., an Ontario, Canada corporation, is accepted. The president and secretary of the Corporation are authorized to issue Five Thousand Four Hundred (5,400) shares of the authorized, unissued common stock of the Corporation to 2658658 Ontario Inc., an Ontario, Canada corporation, upon receipt of the amount of cash designated in its stock subscription. The shares shall be issued pursuant to Section 1244 of the Internal Revenue Code. The Stock Certificate representing these shares shall bear the legend set forth on the back of the specimen stock certificate attached as Exhibit B to these resolutions.